



भारत का राजपत्र

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सं. 8] नई दिल्ली, फरवरी 18—फरवरी 24, 2007, शनिवार/माघ 29—फाल्गुन 5, 1928
No. 8] NEW DELHI, FEBRUARY 18—FEBRUARY 24, 2007, SATURDAY/MAGHA 29—PHALGUNA 5, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि वह पृष्ठक संचालन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भग II.—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (द्वारा भीतरालय को छोड़कर) द्वारा जारी किए गए सांघिक अधिकार और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

स्वामिक, लोक विकास तथा यौवन मंत्रालय

(कानिक और प्रशिक्षण विभाग)

नई दिल्ली, 9 फरवरी, 2007

का.आ. 541.—केन्द्रीय सरकार एसद्वारा दंड प्रक्रिया
संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा
(8) द्वारा प्रस्तुत संवित्तियों का प्रयोग करते हुए, सर्वे श्री दयान कृष्णन
और गौतम नारायण, अधिवक्ताओं को विशेष जाल के न्यायालय,
(के.अ. ब्लूट्रे मामलों), नई दिल्ली में दिल्ली विशेष पुलिस स्थापना
द्वारा संस्थित मामलों आरसी-03(ए)/2003-एसीयू10, आरसी-1
(ए)/2003-एसीयू1, आरसी 2(ए)/2003-एसीयू-3 और आरसी
25(ए)/2003-दिल्ली और विधि द्वारा स्थापित पुनरीकाण अवका अपील
न्यायालयों में इन मामलों से उद्भूत अपीलों, पुनरीकाणों अथवा अन्य
विषयों का संचालन करने के लिए विशेष लैक अभियोजक के रूप में
नियुक्त करती है।

[सं. 225/7/2006-ए वी डी-II]
चंद्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 9th February, 2007

S.O. 541.—In exercise of the powers conferred
by Sub-section (8) of Section 24 of the Code of Criminal
Procedure, 1973 (Act No. 2 of 1974), the Central Government
hereby appoints S/Shri Dayan Krishnan and Gautam
Narayan, Advocates as Special Public Prosecutors for
the conduct of cases RC-03(A)/2003-ACU-X, RC-1(A)/
2003-ACU-I, RC-2(A)/2003-ACU-III and RC-25(A)/2003-
DLI instituted by the Delhi Special Police Establishment
in the Court of Special Judge (CBI cases), New Delhi
and appeals, revision or other matters arising out of this
cases in revisional or appellate courts, established by
law.

[No. 225/7/2006-AVD-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय
(राजस्व विभाग)
(सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय)

सेलम, 26 सितम्बर, 2006

संख्या 03/2006-सीमा शुल्क (एन.टी.)

का.आ. 542.—सीमा शुल्क अधिनियम, 1962 की धारा 152 खण्ड (ए) के अंतर्गत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के दिनांक, 1 जुलाई, 1994 की अधिसूचना सं. 33/94-सीमा शुल्क (एन.टी.) के अधीन अधोहस्ताक्षरी को प्रत्यायोजित शक्तियों का प्रयोग करते हुए मैं, एस. रमेश, सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क, सेलम एतदद्वारा तमिलनाडु राज्य, ईरोड़ जिले के ईरोड़ टाउन को सीमा शुल्क अधिनियम, 1962 की धारा 9 के अंतर्गत 100% निर्यातोन्मुख एकक के गठन के उद्देश्य से भाण्डागरण स्थेशन के रूप में घोषित करता हूँ। जैसा कि उद्योग मंत्रालय, औद्योगिक अनुमोदन सचिवालय, नई दिल्ली, द्वारा अनुमोदित है।

[फाइल सी सं.-VIII/40/6/1996-सीमा शुल्क नीति]

एस. रमेश, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

(OFFICE OF THE COMMISSIONER OF CUSTOMS
AND CENTRAL EXCISE)

Salem, the 26th September, 2006

No. 03/2006-CUSTOMS (NT)

S. O. 542.—In exercise of the powers delegated to the undersigned, vide Notification No. 33/94-CUS (NT) dated 1st July, 1994, by the Government of India, Ministry of Finance, Department of Revenue, New Delhi under clause (a) of Section 152 of the Customs Act, 1962, I, S. Ramesh, Commissioner of Customs and Central Excise, Salem, hereby declare ERODE town in Erode District of Tamilnadu State, to be a Warehousing Station under Section 9 of the Customs Act, 1962, for the purpose of setting up of 100% Export Oriented Unit, as approved by the Ministry of Industry, Secretariat of Industrial Approval, New Delhi.

[File. C. No. VIII/40/6/1996-CUS. POL.]

S. RAMESH, Commissioner

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 9 फरवरी 2007

का.आ. 543.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1)(ख) के उपबंध के अनुसरण में डॉ. एल. फिमेट, निदेशक, क्षेत्रीय आयुर्विज्ञान संस्थान,

इंफाल, सदस्य, काय चिकित्सा संकाय, मणिपुर यूनिवर्सिटी को मणिपुर यूनिवर्सिटी कोर्ट द्वारा इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए भारतीय आयुर्विज्ञान परिषद् के सदस्य के रूप में निर्वाचित किया गया है।

अतः, अब, उक्त अधिनियम की धारा 3 के उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतदद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :—

उक्त अधिसूचना में “धारा 3 के उप-धारा (1) के खण्ड (ख) के अधीन “निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 63 के सामने निम्नलिखित प्रविष्टियां रखी जाएंगी, अर्थात् :—

“63. डॉ. एल. फिमेट, मणिपुर यूनिवर्सिटी”
निदेशक,
क्षेत्रीय आयुर्विज्ञान संस्थान,
इंफाल।

[सं. वी.-11013/1/2007-एम ई (नीति-I)]

टी. जे. एस. चावला, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 9th February, 2007

S. O. 543.—Whereas in pursuance of the provision of Sub-section (1)(b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. L. Fimate, Director, Regional Institute of Medical Sciences, Imphal, member of the Faculty of Medicine, Manipur University has been elected by the Court of the Manipur University to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of Sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading, “Elected under clause (b) of Sub-section (1) of Section 3”, against serial number 63, the following entries shall be substituted, namely:—

“63. Dr. L. Fimate, Manipur University”
Director,
Regional Institute of
Medical Sciences,
Imphal.

[No. V-11013/1/2007-ME(P-I)]

T. J. S. CHAWLA, Under Secy.

(दंत शिक्षा अनुसूची)

नई दिल्ली, 12 फरवरी, 2007

का.आ. 544.—केन्द्रीय सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शर्कितयों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद् से प्राप्तवर्ण करके उक्त अधिनियम की अनुसूची के भाग—I में एतद्वारा निम्नलिखित संबोधन करती है, अर्थात् :

2. भारती विद्यापीठ (सम विश्वविद्यालय), पुणे से संबोधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग—I में एतद्वारा में क्रम संख्या 54 के सामने स्थान्य 2 और 3 की मौजूदा प्रविधियों में निम्नलिखित प्रविधियां अतःस्थापित की जाएंगी, अर्थात् :—

“(ii) डॉक्टर आफ डॉटल सर्जरी

- | | |
|--|---|
| (i) एमडीएस (ओरल यैथोलॉजी) | एमडीएस (ओरल पैथोलॉजी) भारती विद्यापीठ (सम विश्वविद्यालय), पुणे |
| (यदि 20/21-6-2005 को अथवा उसके बाद प्रदान की गई हो)। | |
| (ii) एमडीएस (कंजरेटिव डॉटिस्ट्री) | एमडीएस (कंजरेटिव डॉटिस्ट्री) भारती विद्यापीठ (सम विश्वविद्यालय), पुणे |
| (यदि 20/21-6-2005 को अथवा उसके बाद प्रदान की गई हो)। | |
| (iii) एमडीएस (पेरिडान्टिक्स) | एमडीएस (पेरिडान्टिक्स) भारती विद्यापीठ (सम विश्वविद्यालय), पुणे |
| (यदि 28/29-6-2005 को अथवा उसके बाद प्रदान की गई हो)। | |
| (iv) एमडीएस (प्रोडान्टिक्स) | एमडीएस (प्रोडान्टिक्स) भारती विद्यापीठ (सम विश्वविद्यालय), पुणे |
| (यदि 27/28-6-2005 को अथवा उसके बाद प्रदान की गई हो)। | |
| (v) एमडीएस (ओरल सर्जरी) | एमडीएस (ओरल सर्जरी) भारती विद्यापीठ (सम विश्वविद्यालय), पुणे |
| (यदि 27/28-6-2005 को अथवा उसके बाद प्रदान की गई हो)। | |
| (vi) एमडीएस (आर्थोडान्टिक्स) | एमडीएस (आर्थोडान्टिक्स) भारती विद्यापीठ (सम विश्वविद्यालय), पुणे। |
| (यदि 23/24-6-2005 को अथवा उसके बाद प्रदान की गई हो)। | |

[सं. वी. 12017/12/2001-डॉइ।
राज सिंह, अवर सचिव

(DENTAL EDUCATION SECTION)

New Delhi, the 12th February, 2007

S. O. 544.—In exercise of the powers conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against Serial No. 54, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to Bharati Vidyapeeth (Deemed University), Pune, the following entries shall be inserted thereunder :—

“(ii) Master of Dental Surgery—

- | | |
|--|--|
| (i) MDS (Oral Pathology)
(If granted on or after 20/21-6-2005) | MDS (Oral Pathology), Bharati Vidyapeeth (Deemed University), Pune |
| (ii) MDS (Conservative Dentistry)
(If granted on or after 20/21-6-2005) | MDS (Con. Dentistry), Bharati Vidyapeeth (Deemed University), Pune |
| (iii) MDS (Periodontics)
(If granted on or after 28/29-6-2005) | MDS (Periodontics), Bharati Vidyapeeth (Deemed University), Pune |
| (iv) MDS (Prosthodontics)
(If granted on or after 27/28-6-2005) | MDS (Prosthodontics), Bharati Vidyapeeth (Deemed University), Pune |
| (v) MDS (Oral Surgery)
(If granted on or after 27/28-6-2005) | MDS (Oral Surgery), Bharati Vidyapeeth (Deemed University), Pune |
| (vi) MDS (Orthodontics)
(If granted on or after 23/24-6-2005) | MDS (Orthodontics), Bharati Vidyapeeth (Deemed University), Pune.” |

[No. V-12017/12/2001-DE]
RAJ SINGH, Under Secy.

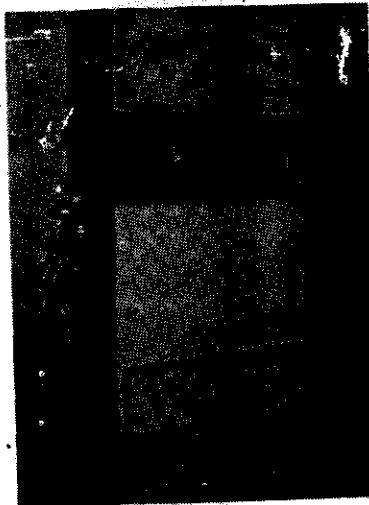
उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 22 जनवरी, 2007

का.आ. 545.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ड्रैसर वेयन फ्यूल इकिवर्सैट (शंघाई) कंपनी लिमिटेड जिन जिन रोड, पुडांग, शंघाई पी आर चीन द्वारा विनिर्मित “वेयन आई सी 172 एक्स” शृंखला के अंकक सूचन सहित डिस्पोर्सिंग पम्प के मॉडल का, जिसके ब्रांड का नाम “ड्रैसर वेयन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे भारत में मैसर्स जनरल एनर्जी मैनेजमेंट सिस्टम प्राइवेट लि., नं. 521-522, कमर्शियल प्लाजा, होटल लॉ मेरिडियन, विंडसर प्लेस, नई दिल्ली-110001 द्वारा बिना किसी परिवर्तन के विपणित किया जाता है और जिसे अनुमोदन चिह्न आई एन डी/09/06/436 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक इलैक्ट्रानिक डिस्पोर्सिंग पम्प है जिसमें पाजिटिव डिस्प्लेसमेंट मीटर पिस्टन और नॉन रिवरसिबल इलैक्ट्रोमैकेनिकल टोटलाइजर है। इसकी अधिकतम क्षमता 9999.99 लि. है और न्यूनतम प्रभाग 10 मि.लि. है। इसमें सूचक लिकिवड क्रिस्टल डिस्प्ले प्रकार की है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। अधिकतम प्रवाह दर 50 लि./मिनट है। आयात मूल्य के संबंध में ईंधन प्रदान करने के लिए इसमें प्रीसैट सुविधा दी गई है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुपोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेंक, यथार्थता और कार्यपालन के डिस्पोर्सिंग पम्प भी होंगे जिनकी अधिकतम प्रवाह दर 85 लि./मिनट है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसको सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

[फा. सं. डब्ल्यू एम-21(62)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

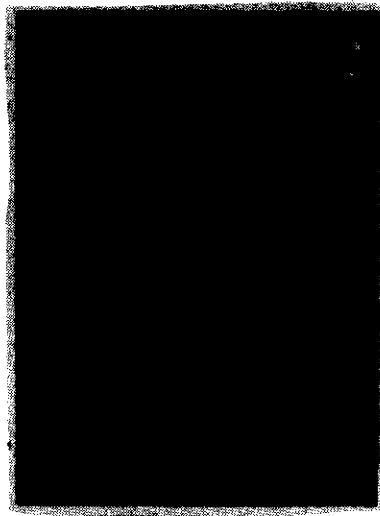
MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 22nd January, 2007

S.O. 545.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves, issues and publishes the certificate of approval of Model of Dispensing Pump with digital indication (hereinafter referred to as said model) of series 'WAYNE IC 172X' with brand name "DRESSER WAYNE", manufactured by M/s. Dresser Wayne Fuel Equipment (Shanghai) Co. Ltd., Jin Xin Road Pudong, Shanghai, P R China and marketed in India without any alteration by M/s. General Energy Management Systems Private Limited, No. 521-522, Commercial Plaza, Hotel Le Meridian, Windsor Palace, New Delhi-110 001 and which is assigned the approval mark IND/09/06/436:



The said Model is an electronic dispensing pump and consist of piston type positive displacement meter and non reversible electromechanical totalizer. Its maximum capacity is 9999.99 litre and smallest division is 10ml. The indication is of Liquid Crystal Display (LCD) type. It operates on 230 V, 50 Hertz alternative current power supply. The maximum flow rate is 50 litre per minute. It consist of pre-set facility for the delivery of fuel in terms of volume and price.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the dispensing pump of similar make, accuracy and performance of same series with maximum flow rate up to 85 litre per minute manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

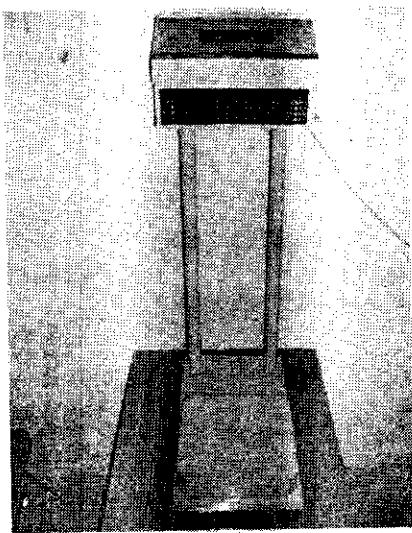
[F. No. WM-21(62)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 25 जनवरी, 2007

का.आ. 546.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में बर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्ज जे एंड जे एंटरप्राइजेज, एल आई जी-650, 8 मेन रोड, मओगाप्पेयर इरी, चैन्नई-600037, तमिलनाडु द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “ए पी एस” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (परसन वेइंग स्केल प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एरो” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/256 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित (परसन वेइंग स्केल प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि. ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। उपकरण 230 वोल्ट 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है।

स्टार्टिंग प्लेट के मुद्रांकन के अतिरिक्त मरीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

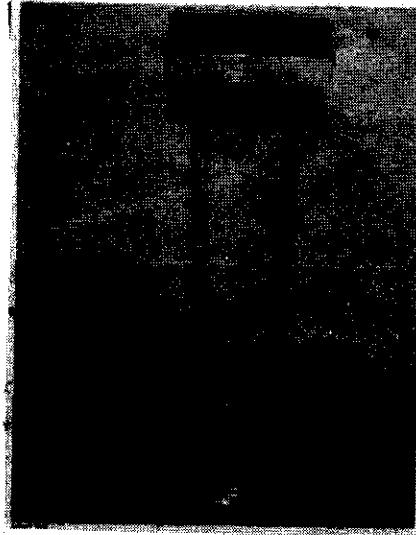
और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मैक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 100 कि.ग्रा. से 200 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के, हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(84)/2006]
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th January, 2007

S.O. 546.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-autonomic weighing instrument with digital indication (Person weighing scale) of medium accuracy (Accuracy class III) and with series "APS" and brand name "ARROW" (hereinafter referred to as the said model), manufactured by M/s J & J Enterprises, LIG-650, 8th Main Road, Maogappair Eri, Chennai-600 037, Tamil Nadu and which is assigned the approval mark IND/09/06/256;



The said Model (see the figure given below) is a strain gauge type load cell based weighing instrument (Person weighing scale) with a maximum capacity of 150 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The instrument operates on 230 volts and 50-Hertz alternate current power supply. The Light Emitting Diode (LED) display indicates the weighing result:

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy, and performance of same series with maximum capacity in the range of 100 kg. to 200 kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value 1×10^k , 2×10^k , 5×10^k , 'k' being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved said model has been manufactured.

[F. No. WM-21(84)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 2 फरवरी, 2007

का.आ. 547.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जनता प्लास्टर इंडस्ट्रीज, 10, इंडिस्ट्रियल एरिया, बसनी रोड, नागौर-341001, राजस्थान द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) बाले “डब्ल्यू बी-जे 30 टी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम “जनता” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/07 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित (अस्वचालित वेब्रिज प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापान मापमान अन्तराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्पर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्पेंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^6 , 2×10^6 या 5×10^6 , ‘के’ हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(221)/2006]
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 2nd February, 2007

S.O. 547.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (weighbridge type) with digital indication of "WB-J30T" series belonging to medium accuracy (Accuracy class-III) and with brand name "JANTA" (hereinafter referred to as the said Model), manufactured by M/s. Janta Plaster Industries, 10, Industrial Area, Basni Road, Nagpur-341 001, Rajasthan and which is assigned the approval mark IND/09/07/07;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (weighbridge type) with a maximum capacity of 30 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 volts and 50-Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy, and performance of same series with maximum capacity above 5 tonne and up to 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for ' e ' value of 5 g or more and with ' e ' value 1×10^k , 2×10^k or 5×10^k , ' k ' being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

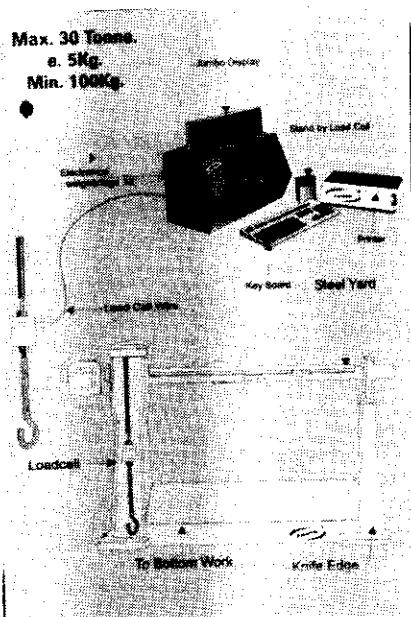
[F. No. WM-21(221)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 2 फरवरी, 2007

का.आ. 548.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जनता प्लास्टर इंडस्ट्रीज, 10, इंडस्ट्रियल एरिया, बसनी रोड, नागौर-341 001, राजस्थान द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “सी डब्ल्यू बी-जे 30 टी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज के लिए कन्वर्शन किट) के मॉडल का, जिसके ड्रांड का नाम “जनता” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/06 समनुरेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित (अस्वचालित वेब्रिज के लिए कन्वर्शन किट प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान 1×10^3 , 500 से $10,000$ तक की रेंज में सत्यापन मान सहित 5 टन के अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

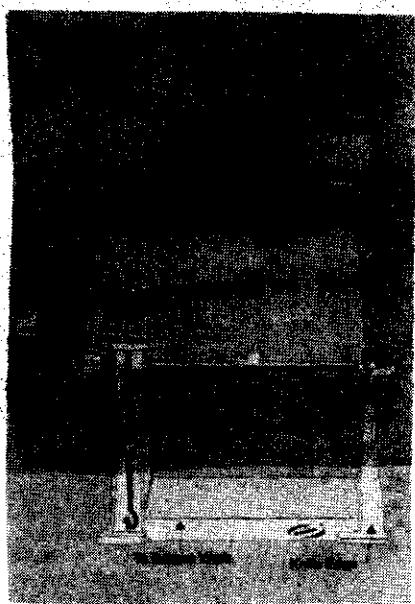
[फा. सं. डब्ल्यू एम-21(221)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 2nd February, 2007

S.O. 548.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (conversion kit for weighbridge type) with digital indication of "WB-J30T" series belonging to medium accuracy (Accuracy class-III) and with brand name "JANTA" (herein after referred to as the said Model), manufactured by M/s. Janta Plaster Industries, 10, Industrial Area, Basni Road, Nagpur-341 001, Rajasthan and which is assigned the approval mark IND/09/07/06;



The said Model is a strain gauge type load cell based non-automatic weighing instrument conversion kit for weighbridge type, with a maximum capacity of 30 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50-Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy, and performance of same series with maximum capacity above 5 tonne and up to 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value 1×10^k , 2×10^k , or 5×10^k , 'k' being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model have been manufactured.

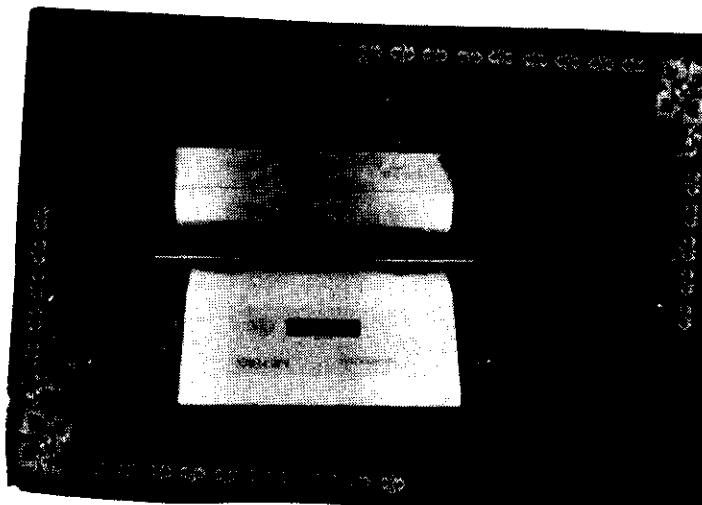
[F. No. WM-21(221)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 5 फरवरी, 2007

का.आ. 549.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स विर्जिन स्केल्स, 523/11, आदर्श नगर, कैथल, हरियाणा द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “बी टी टी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टोप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “विर्जिन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/03; समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (टेबल टोप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्टिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यहाँ घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के दैरें ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि. ग्रा. तक “ई” मान के गिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिये 5000 से 50,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम-21(01)/2007]
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th February, 2007

S.O. 549.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of "VTT" series of high accuracy (Accuracy class II) and with brand name "VIRGIN" (herein referred to as the said Model), manufactured by M/s. Virgin Scales, 523/11, Adarsh Nagar, Kaithal, Haryana and which is assigned the approval mark IND/09/07/03;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (*e*) is 2 g. It has tare device with 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The Instrument operates on 230 Volts, and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity upto 50kg and with number of verification scale interval (*n*) in the rage of 100 to 50,000 for '*e*' value of 1mg to 50 mg and with number of verification scale interval (*n*) in the rage of 5000 to 50,000 for '*e*' value of 100mg or more and with '*e*' value of 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

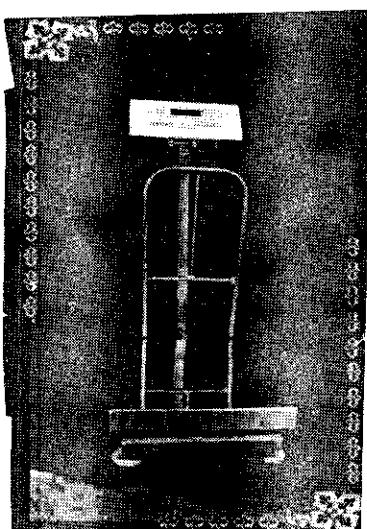
[F. No. WM-21(01)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 5 फरवरी, 2007

का.आ. 550.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स विर्जिन स्केल्स, 523/11, आदर्श नगर, कैथल, हरियाणा द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “वी पी एफ” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “विर्जिन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/04; समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है ;



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 500 कि.ग्रा. और न्यूनतम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्पर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्मिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यहाँ घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिये 500 से 10,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^k , 2×10^k या 5×10^k , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

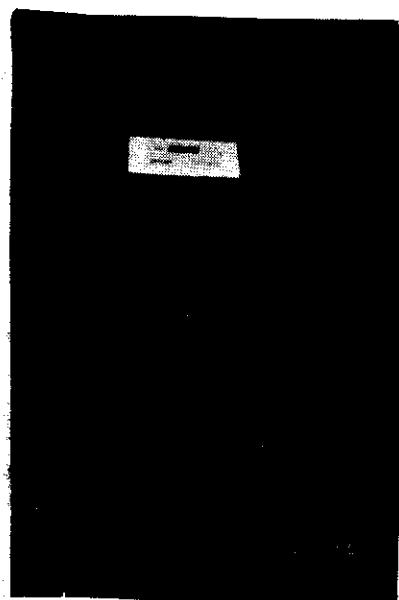
[फा. सं. डब्ल्यू एम-21(01)/2007]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th February, 2007

S.O. 550.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the self indicating, non-automatic (Platform type) weighing instrument with digital indication of "VPP" series of medium accuracy (Accuracy class III) and with brand name "VIRGIN" (herein referred to as the said Model), manufactured by M/s. Virgin Scales, 523/11, Adarsh Nagar, Kaithal, Haryana and which is assigned the approval mark IND/09/07/04;



The said Model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 500 kg. and minimum capacity of 1 kg. The verification scale interval (e) is 50g. It has tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The Instrument operates on 230 Volts, and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of same series with maximum capacity above 50kg and upto 5000 kg and with number of verification scale interval (n) in the rage of 500 to 10,000 for ' e ' value of 5g or more and with ' e ' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(01)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 5 फरवरी, 2007

का.आ. 551.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स माइक्रोटेक वैइंग इनक्रापोरेटेड, हा. न. 436, वी.पी.ओ. डिकोन कला (बाको गली के पास), नई दिल्ली-110043 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एम डब्ल्यू बी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम “माइक्रोटेक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/09; समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) है। इसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टार्मिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन परिवर्धन नहीं किया जाएगा।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यहाँ घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिये 500 से 10,000 तक की रेंज में मापमान अंतराल (एन) सहित 5 टन से अधिक और 150 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(231)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th February, 2007

S.O. 551.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the non-automatic weighing instrument (Weighbridge type) with digital indication of "MWB" series of medium accuracy (Accuracy class III) and with brand name "MICROTECH" (hereinafter referred to as the said Model), manufactured by M/s. Microtech Weighing Inc., House No 436, Village and Post Office Dichaon Kalan (near Bakro Gali), New Delhi-110043 and which is assigned the approval mark IND/09/07/09;



The said Model is a strain gauge type load cell based weighing instrument with a maximum capacity of 50000 kg. and minimum capacity of 100 kg. The verification scale interval (*e*) is 5kg. It has tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The Instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity between 5000 kg and upto 150 tonne and with number of verification scale interval (*n*) in the range of 500 to 10000 for '*e*' value of 5g or more and '*e*' value of the form 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

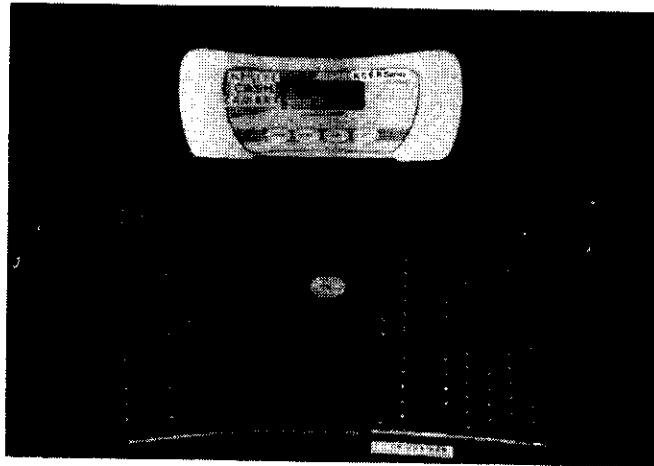
[F. No. WM-21(231)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 फरवरी, 2007

का.आ. 552.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इलैक्ट्रोनिक सिस्टम, 84, विवेकानन्दपुरी, सराय रोहिल्ला, दिल्ली-110007 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “के सी ई बी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम “किनले कैश केमरी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/17; समानुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि. ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण केवल बैटरी पर कार्य करता है।

स्टाम्पिंग स्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन/परिवर्धन नहीं किया जाएगा।

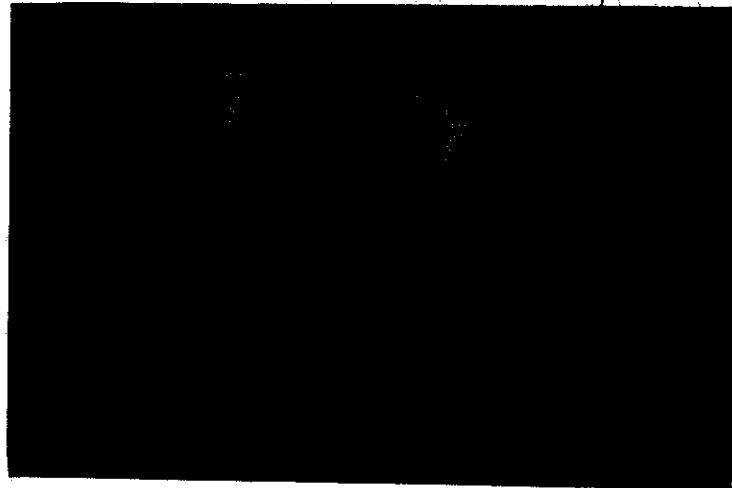
और केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यहां घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिये 500 से 10,000 तक की रेंज में मापमान अन्तराल (एन) सहित 100 कि.ग्रा. से 150 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(10)/2007]
आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th February, 2007

S.O. 552.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) (hereinafter referred to as the said Act), and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of Model of non-automatic weighing instrument with digital indication (Person Weighing Machine) or medium accuracy (Accuracy class-III) belonging to 'KCEB' series with brand name "KINLLE CASH CAMRRY" (hereinafter referred to as the said Model), manufactured by M/s. Electronic System, 84, Vivekanandpuri, Sarai Rohalla, Delhi-110007 and which is assigned the approval mark IND/09/07/17;



The said Model is a strain gauge type load cell based weighing instrument with the maximum capacity of 150 Kg. and minimum capacity is 2 Kg. The verification scale interval (e) is 100g. The display is of Light Emitting Diode (LED) type. The instrument is operated by battery.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity in the range of 100 Kg. to 150 Kg. with verification scale interval (n) in the range of 500 to 10000 for ' e ' value of 5g or more and with ' e ' value 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

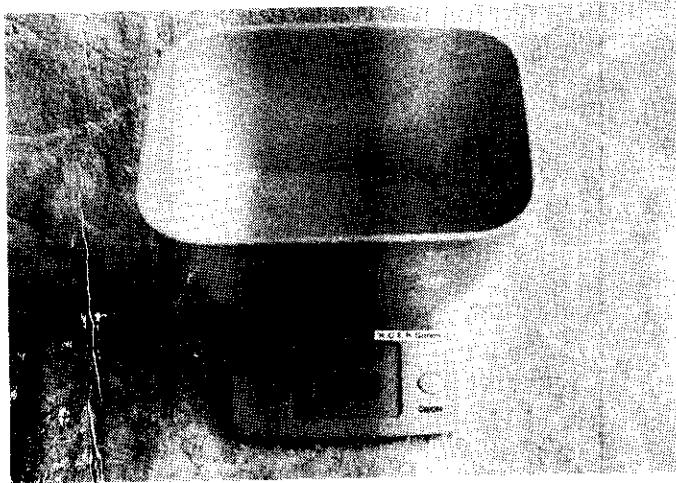
[F. No. WM-21(10)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 फरवरी, 2007

का.आ. 553.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इलैक्ट्रोनिक सिस्टम, 84, विवेकानन्दपुरी, सराय रोहिल्ला, दिल्ली-110007 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “के सी ई के” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक किचन स्केल प्रकार) के मॉडल का, जिसके ब्रांड का नाम “किनले कैश केमरी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/16 समानुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है ;



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 2 कि. ग्रा. और न्यूनतम क्षमता 20 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 1 ग्रा. है। लिक्विड किस्टल डायोड (एल सी डी) प्रदर्श परिणाम उपर्युक्त करता है। उपकरण केवल बैटरी पर कार्य करता है।

स्टार्मिंग प्लेट के मुद्रांकन के अतिरिक्त मरीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक “ई” मान के लिये 100 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिये 500 से 10000 तक की रेंज में मापमान अन्तराल (एन) सहित 5 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक याऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

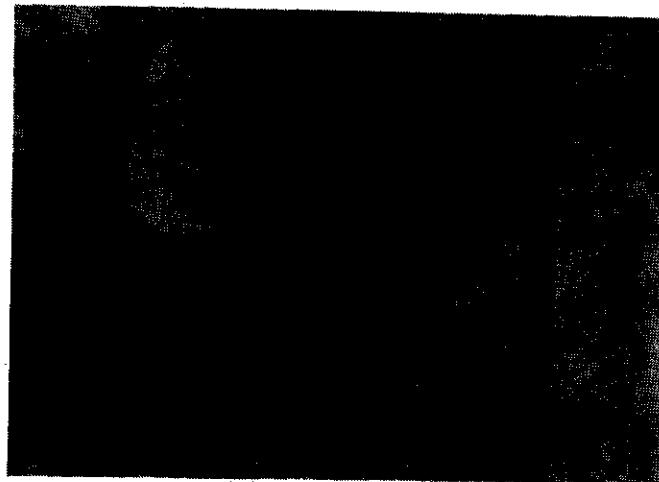
[फा. सं. डब्ल्यू एम-21(10)/2007]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th February, 2007

S.O. 553.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the non-automatic weighing instrument with digital indication (Electronic kitchen scale type) of 'KCEK' series of medium accuracy (Accuracy class III) and with brand name "KINLLE CASH CAMRRY" (hereinafter referred to as the said Model), manufactured by M/s. Electronic System, 84, Vivekanandpuri, Sarai Rohalla, Delhi-110007 and which is assigned the approval mark IND/09/07/16;



The said Model is a load cell based weighing instrument with a maximum capacity of 2 Kg. and minimum capacity is 20 g. The verification scale interval (*e*) is 1g. The display is of Liquid Crystal Display (LCD) type. The instrument is operated by battery.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 5 Kg. and with verification scale interval (*n*) in the range of 100 to 10,00 for '*e*' value of 100 mg. to 2g. and with the verification scale interval in the range of 500 to 10000 for '*e*' value of 5 g. or more and with '*e*' value 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

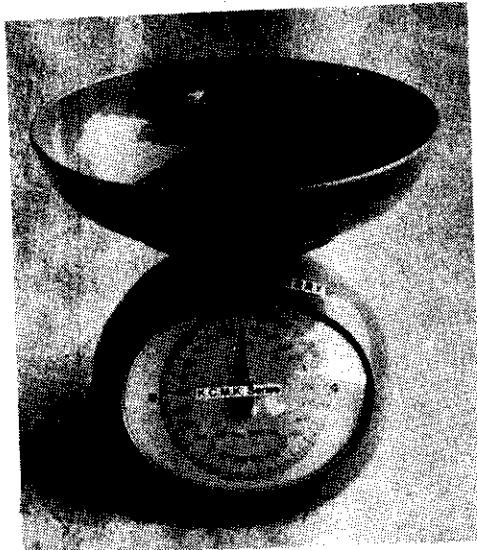
[F. No. WM-21(10)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 फरवरी, 2007

का.आ. 554.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इलैक्ट्रोनिक सिस्टम, 84, विवेकानन्दपुरी, सराय रोहिल्ला, दिल्ली-110007 द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग-III) वाले “के सी एम के” शुख्ला के अनालोग सूचन सहित अस्वाचालित तोलन उपकरण (मैकेनिकल किचन स्केल-डायल प्रकार) के माडल का, जिसके ब्रांड का नाम “किनले कैश केमरी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/18; समानुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल स्प्रिंग आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 5 कि. ग्रा. और न्यूनतम क्षमता 200 ग्रा. है। सत्यापन मापामान अन्तराल (ई) का मान 20 ग्रा. है। परिणाम प्रदर्शित करने के लिये डायल लगा है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तन परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिये 100 से 1000 तक की रेंज में मापमान अंतराल (एन) सहित 5 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

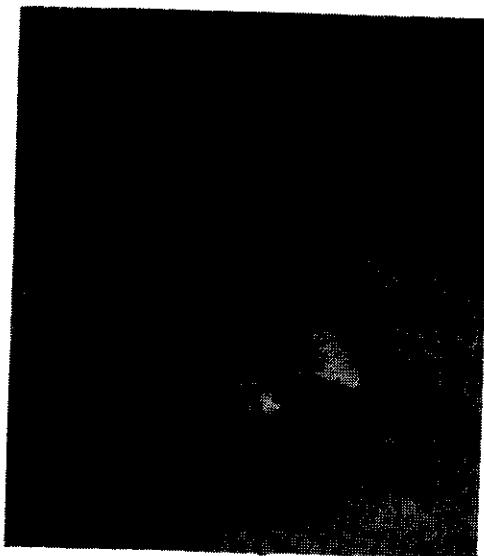
[फा. सं. डब्ल्यू एम-21(10)/2007]

आर. माथुरबृथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th February, 2007

S.O. 554.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the non-automatic weighing instrument with analogue indication (Mechanical kitchen scale-Dial type) of 'KCMK' series of ordinary accuracy (Accuracy Class III) and with brand name "KINLLE CASH CAMRRY" (hereinafter referred to as the said Model), manufactured by M/s. Electronic System, 84, Vivekanandpuri, Sarai Rohalla, Delhi-110007 and which is assigned the approval mark IND/09/07/18;



The said model is a spring based weighing instrument with a maximum capacity of 5 kg. and minimum capacity is 200g. The verification scale interval (e) is 20g. The result of measurement is indicated by a dial.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 5 kg. and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 5 g. or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(10)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 फरवरी, 2007

का.आ. 555.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इलैक्ट्रोनिक सिस्टम, 84, विवेकानन्दपुरी, सराय रोहिल्ला, दिल्ली-110007 द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग-III) वाले “के सी एम बी” शृंखला के अनालोग सूचन सहित अस्वचालित तोलन उपकरण (मैकेनिकल व्यक्ति तोलन मशीन) के मॉडल का, जिसके ब्रांड का नाम “किनले कैश केमरी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/19 समानुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है ;



उक्त मॉडल एक मैकेनिकल स्प्रिंग आधारित अनालोग सूचन सहित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 130 कि. ग्रा. और न्यूनतम क्षमता 10 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 1 कि. ग्रा. है। परिणाम प्रदर्शित करने के लिये डायल लगा है।

स्टार्मिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बेचने से पहले या बाद में उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धन नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) में प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेंक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिये 100 से 1000 तक की रेंज में मापमान अन्तराल (एन) सहित 100 कि.ग्रा. से अधिक ओर 150 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

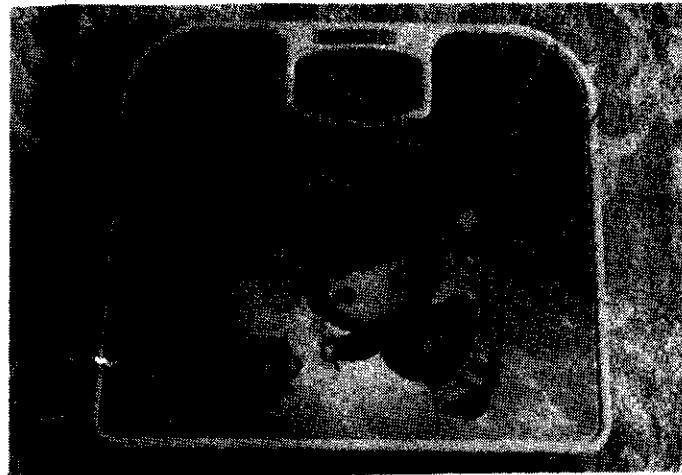
[फा. सं. डब्ल्यू एम-21(10)/2007]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th February, 2007

S.O. 555.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the non-automatic weighing instrument with analogue indication (Mechanical Person Weighing Machine) of 'KCMK' series of ordinary accuracy (Accuracy Class III) belonging to ordinary accuracy class (Accuracy Class III) and with brand name "KINLLE CASH CAMRRY" (hereinafter referred to as the said Model), manufactured by M/s. Electronic System, 84, Vivekanandpuri, Sarai Rohalla, Delhi-110007 and which is assigned the approval mark IND/09/07/19;



The said Model is a mechanical spring based non-automatic weighing instrument with analogue indication of maximum capacity 130 Kg. and minimum capacity of 10 Kg. The value of verification scale interval 'e' is 1Kg. The result of measurement is indicated by a dial.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 100kg. and upto 150kg. and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 5g. or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , K being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

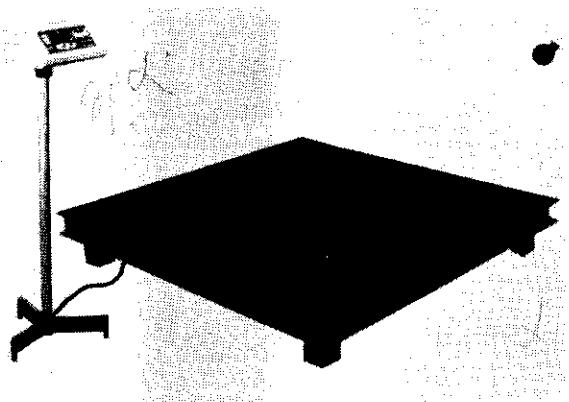
[F. No. WM-21(10)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 फरवरी, 2007

का.आ. 556.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट तथा माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बाट की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ऐनसन वेइंग सिस्टम्स, 27, डिप्टी कलेक्टर कॉलोनी, के.के. नगर, मुमुक्षु—625020 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “बी बी एफ” शृंखला के अंकक सूचक सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “इकोनॉमिक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/08 समनुरेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक विकृत गेज प्रकार का भार सैल आधारित तोलन (प्लेटफार्म प्रकार) उपकरण है। इसकी अधिकतम क्षमता 1000 किलोग्राम और न्यूनतम क्षमता 4 किलोग्राम है। इसका सत्यापन मापमान अन्तराल 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट, और 50 हर्ड्ज प्रत्यावर्ती धारा विद्युत पर कार्य करता है।

स्टार्टिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा और मॉडल को बिक्री के पूर्व या उपरांत इसके सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम वर्किंग सिद्धांत आदि के रूप में कोई परिवर्तन न किया जा सके।

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिये 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 50 किलोग्राम से अधिक और 5000 किलोग्राम तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

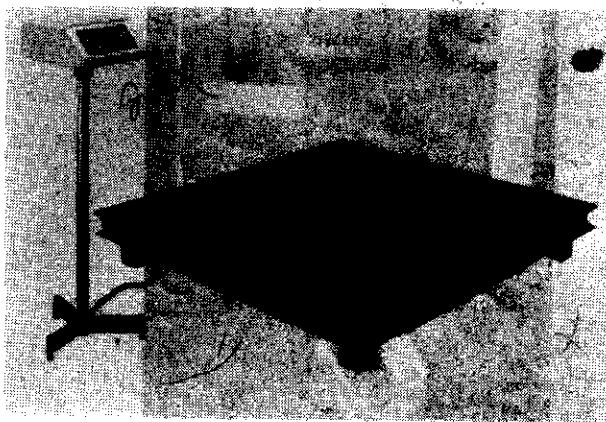
[फा. सं. डब्ल्यू एम-21(227)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th February, 2007

S.O. 556.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the self indicating, non-automatic (Platform type) weighing instrument with digital indication of "BPF" series of medium accuracy (Accuracy class-III) and with brand name "ECONOMIC" (herein referred to as the said Model), manufactured by M/s. Benson Weighing Systems, # 27, Deputy Collectors Colony, K. K. Nagar, Madurai-625020 and which is assigned the approval mark IND/09/07/08;



The said Model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 1000 kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of same series with maximum capacity above 50 kg and upto 5000 kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(227)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 फरवरी, 2007

का.आ. 557.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट तथा माप मानक अधिनियम, 1976 (1976 का 60) और बाट तथा माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स परफेक्ट वेईंग सिस्टम, 83, एम टी एच रोड, अम्बातूर इंडस्ट्रीयल एस्टेट, चेन्नई 600098 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “सी डब्ल्यू-56” शृंखला के अंकक सूचक सहित, अस्वचालित तोलन उपकरण (क्रेन प्रकार) के मॉडल का, जिसके ब्रांड का नाम ‘परफेक्ट’ है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/12; समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक विकृत गैज प्रकार का भर सैल आधारित तोलन अस्वचालित तोलन (क्रेन प्रकार) उपकरण है। इसकी अधिकतम क्षमता 25 टन और न्यूनतम क्षमता 200 किलो ग्राम है। इसका सत्यापन मापमान अंतराल 10 किलो ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत पर कार्य करता है।

स्टार्मिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री के पूर्व या उपरांत इसके सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धान्त आदि के रूप में कोई परिवर्तन न किया जा सके।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे की मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्राम या उससे अधिक के ‘ई’ मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 500 किलोग्राम से अधिक और 50 टन तक की अधिकतम क्षमता वाले हैं और ‘ई’ मान 1×10^k , 2×10^k या 5×10^k , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

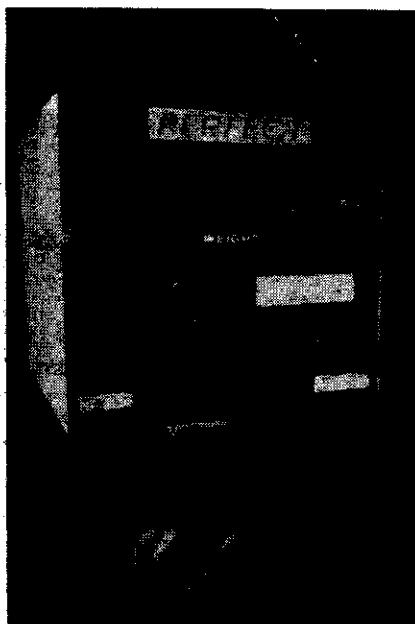
[फा. सं. डब्ल्यू एम-21(229)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th February, 2007

S.O. 557.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Crane type) with digital indication of medium accuracy (Accuracy class-III), of series 'CW-56' and with brand name "PERFACT" (hereinafter referred to as the said model), manufactured by M/s. Perfect Weighing System, #83, M.T.H. Road, Ambattur Industrial Estate, Chennai-600 098 and which is assigned the approval mark IND/09/07/12;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Crane type) with a maximum capacity of 25 tonne and minimum capacity of 200kg. The verification scale interval (e) is 10kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 500kg. and up to 50 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

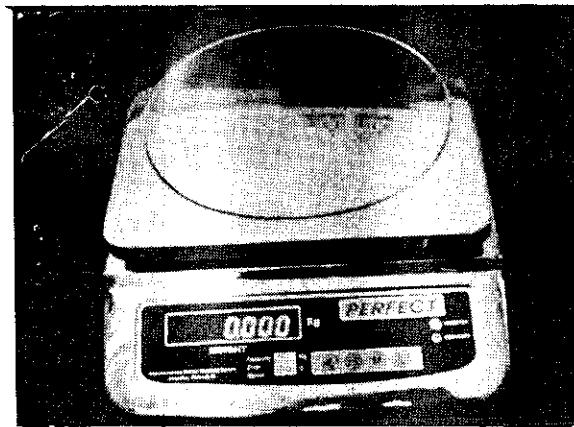
[F. N^o WM-21(229)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 फरवरी, 2007

का.आ. 558.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट तथा माप मानक अधिनियम, 1976 (1976 का 60) और बाट तथा माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बाट की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स परफेक्ट वेईंग सिस्टम, 83, एम टी एच रोड, अम्बातूर इंडस्ट्रीयल एस्टेट, चेन्नई-600098 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-II) वाले "पीटीटी-56 डी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम 'परफेक्ट' है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/10 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक विकृत गैज प्रकार का भार सैल आधारित तोलन (टेबलटाप प्रकार) उपकरण है। इसकी अधिकतम क्षमता 30 किलोग्राम और न्यूनतम क्षमता 100 ग्राम है। इसका सत्यापन मापमान अंतराल 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड प्रदर्शन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत पर कार्य करता है।

स्टार्मिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री के पूर्व या उपरांत इसके सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धान्त आदि के रूप में कोई परिवर्तन न किया जा सके।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे की मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्राम से 50 मि. ग्राम के 'ई' मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्राम या उससे अधिक के 'ई' मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम तक की। अधिकतम क्षमता वाले हैं और 'ई' मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

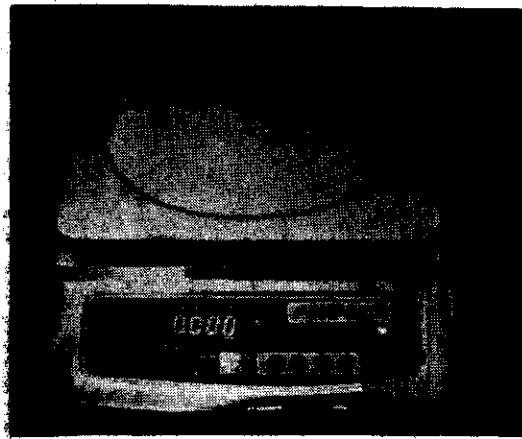
[फा. सं. डब्ल्यू एम-21(229)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th February, 2007

S.O. 558.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II), of series "PTT-56 D" and with brand name "PERFECT" (hereinafter referred to as the said model), manufactured by M/s. Perfect Weighing System, #83, M.T.H., Road Ambattur Industrial Estate, Chennai-600 098 and which is assigned the approval mark IND/09/07/10;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (*e*) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The Instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and Model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc., before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (*n*) in the range of 100 to 50,000 for '*e*' value of 1mg. to 50mg. and with verification scale interval (*n*) in the range of 5000 to 50,000 for '*e*' value of 100mg. more and with '*e*' value of 1×10^k , 2×10^k or 5×10^k , where *k* is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

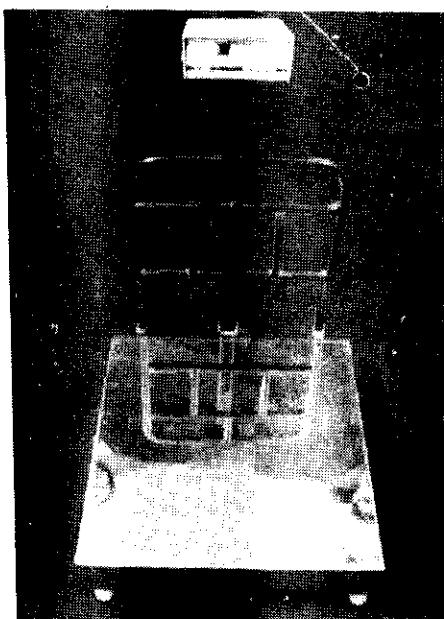
[F. No. WM-21(229)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 फरवरी, 2007

का.आ. 559.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में बर्णित मॉडल (नीचे दी गई आकृति देखें) बाट तथा माप मानक अधिनियम, 1976 (1976 का 60) और बाट तथा माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स परफेक्ट वेईंग सिस्टम, 83, एम टी एच रोड, अम्बातूर इंडस्ट्रीयल एस्टेट, चेन्नई-600098 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “पीपीएफ-65 डी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम ‘परफेक्ट’ है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/11 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल एक विकृत गैज प्रकार का भार सैल आधारित तोलन अस्वचालित तोलन (प्लेटफार्म प्रकार) उपकरण है। इसकी अधिकतम क्षमता 600 किलोग्राम और न्यूनतम क्षमता 2.5 किलो ग्राम है। इसका सत्यापन मापमान अन्तराल 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शात प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विधुत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को बिक्री के पूर्व या उपरांत इसके सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धान्त आदि के रूप में कोई परिवर्तन न किया जा सके।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्मिति द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे की मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्राम या उससे अधिक के ‘ई’ मान के लिए $5,000$ से $50,000$ तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम से अधिक और $5,000$ किलोग्राम तक की अधिकतम क्षमता वाले हैं और ‘ई’ मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूणीक या शून्य के समतुल्य हैं।

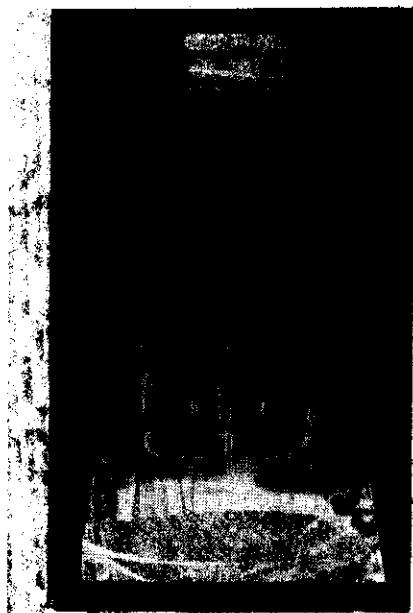
[फा. सं. डब्ल्यू एम-21(229)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th February, 2007

S.O. 559.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of high accuracy (Accuracy class-II), of series "PPF-65 D" and with brand name "PERFECT" (hereinafter referred to as the said model), manufactured by M/s. Perfect Weighing System, #83, M.T.H. Road, Ambattur Industrial Estate, Chennai-600 098 and which is assigned the approval mark IND/09/07/11;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 600kg. and minimum capacity of 2.5kg. The verification scale interval (e) is 50g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (e) in the range of 5000 to 50,000 for ' e ' value of 100mg. or more and with ' e ' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

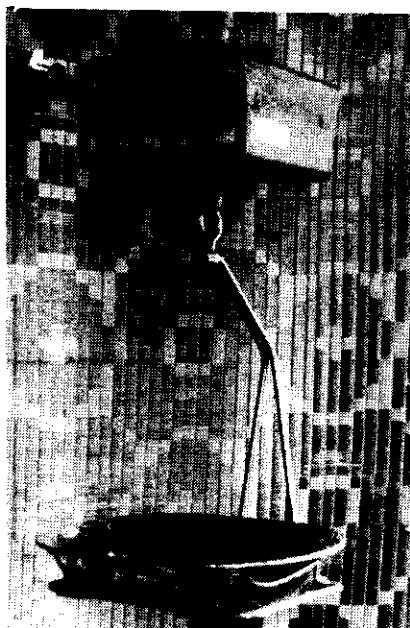
[F. No. WM-21(229)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 6 फरवरी, 2007

का.आ. 560.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स शार्प सिस्टम्स, लियो बिल्डिंग, रेलवे गेट के पास, जिला अन्नाडीपुरम, केरल-679321 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले 'एस एस-एच एस' शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (हॉर्निंग प्रकार) के मॉडल का, जिसके ब्रांड का नाम 'शार्प' है (जिसे इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/474 समनुरेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल (नीचे दी गई आकृति देखें) एक भार सैल आधारित तोलन (हॉर्निंग प्रकार) उपकरण है। इसकी अधिकतम क्षमता 300 किलोग्राम और न्यूनतम क्षमता 1 किलोग्राम है। सत्यापन मापमान अन्तराल 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 बोल्ट और 50 हर्डर्ज प्रत्यावर्ती धारा विधुत प्रदाय पर कार्य करता है।

स्टार्मिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए भी सीलबन्द किया जाएगा और मॉडल को इसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धान्त आदि के रूप में कोई परिवर्तन न किया जा सके।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे की मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्राम या उससे अधिक के 'ई' मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 10 किलोग्राम से अधिक और 5,000 किलोग्राम तक की अधिकतम क्षमता वाले हैं और 'ई' मान 1×10^k , 2×10^k या 5×10^k , के हैं, जो धनात्मक या ऋणात्मक पूँजीक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(155)/2006]

आर. माथुरबूथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th February, 2007

S.O. 560.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the non-automatic weighing instrument (Hanging type) with digital indication of medium accuracy (Accuracy class-III), and brand "SHARP" and series "SS-HS" (hereinafter referred to as the said model), manufactured by M/s. Sharp Systems, # Leo Building, Near Railway Gate, Angadipuram, Mallappuram District, Kerala-679321 and which is assigned the approval mark IND/09/06/474;



The said model (see the figure given below) is a load cell based weighing instrument with a maximum capacity of 300kg and minimum capacity of 1 kg. The verification scale interval (e) is 50 g. It has a tare device with 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50-Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle, etc before or after sale.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 10kg and up to 5000kg with verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(155)/2006]

R. MATHURBOOTHAM, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 12 फरवरी, 2007

का.आ. 561.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (को) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आई एस 418:2004 घरेलू और ऐसे ही सामान्य प्रकाश प्रयोजनों के लिए टंगस्टन फिलामेंट लैम्प (चौथा पुनरीक्षण)	—	1 जुलाई 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री होतु उपलब्ध हैं।

[संदर्भ : ईटी 23/टी-72]

पी. के. मुखर्जी, वैज्ञानिक 'एफ' एवं प्रमुख (विद्युत तकनीकी)

BUREAU OF INDIAN STANDARDS

New Delhi, the 12th February, 2007

S.O. 561.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 418 : 2004 Tungsten Filament Lamps for Domestic and Similar General Lighting Purposes (<i>Fourth Revision</i>)	—	1 July, 2007

Copies of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : ET 23/T-72]

P. K. MUKHERJEE, Sc. 'F' and Head (Electric Technical)

नई दिल्ली, 12 फरवरी, 2007

का.आ. 562.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एवं द्वितीय अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ब	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 1879:1987 - भारतीय ढलवी लोहा पाइप फिटिंग की विशिष्टि (द्वितीय पुनरीक्षण)	संशोधन संख्या 8, मार्च, 2006	1 मार्च, 2007

इन संशोधनों की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 6/टी-1]

डॉ. (श्रीमति) स्नेह भाट्ला, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 12th February, 2007

S.O. 562.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1879 : 1987 Specification for malleable cast iron pipe fittings (Second revision)	Amendment No. 8, March 2006	1st March, 2007

Copies of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi - 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : MTD 6/T-1]

Dr. (MRS.) SNEH BHATLA, Sc. 'F' and Head (MTD)

कोयला भैशालय

आदेश

नई दिल्ली, 14 फरवरी, 2007

का.आ. 563.—कोयला धारक क्षेत्र (अंजन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के कोयला भैशालय की अधिसूचना संख्यांक का.आ. 2800, तारीख 17 जुलाई, 2006, भारत के राजपत्र, भाग-II, खंड-3, उपखंड (ii) तारीख 22 जुलाई, 2006 में प्रकाशित उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में या भूमि पर के अधिकार (जिन्हें इसके पश्चात् उक्त अधिकार कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लांगमों से मुक्त होकर पूर्ण रूप से केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि साताह ईस्टर्न कोलफील्ड्स लिमिटेड, बिलासपुर (छत्तीसगढ़) जो एक सरकारी कंपनी है (जिसे इसके पश्चात् उक्त कंपनी कहा गया है), ऐसे निवासियों और शर्तों का जो केन्द्रीय सरकार इस नियमित अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित भूमि पर या भूमि में उक्त अधिकार केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, तारीख 22 जुलाई, 2006 से निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त कंपनी में निहित हो जाएंगे, अर्थात् :—

- उक्त कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिक्रिया आवश्यक व्याज, नुकसानियों और ऐसी ही मर्दों की बाबत किए गए सभी संदर्भों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;

2. उक्त कम्पनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेश रकमों का अवधारण करने के प्रयोजनों के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और अधिकरण की सहायता के लिए नियुक्त किए गए व्यक्तियों के संबंध में उपगत सभी व्यय उक्त कंपनी वहन करेगी और इस प्रकार निहित उक्त भूमि में या उस पर निहित होने वाले उक्त अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उपगत, सभी व्यय भी उक्त कंपनी वहन करेगी;
3. उक्त कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर निहित होने वाले पूर्वोक्त अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किसी व्यक्तियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी;
4. उक्त कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि में या उस पर पूर्वोक्त अधिकारों को अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
5. उक्त कंपनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों और भूमि में या उस पर अधिकार के लिए दिए जाएँ या अधिरोपित किए जाएँ, पालन करेगी।

[सं. 43015/14/2003/पी.आर.आई.डब्ल्यू.]

एम. शाहबुदीन, अवर सचिव

MINISTRY OF COAL ORDER

New Delhi, the 14th February, 2007

S.O. 563.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal vide number S.O. 2800, dated the 17th July, 2006 published in the Gazette of India, Part II, Section 3, sub-section (ii), dated the 22nd July, 2006, issued under Sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the rights in or over the lands described in the Schedule appended to the said notification (hereinafter referred to as the said rights) vested absolutely in the Central Government free from all encumbrances under Sub-section (i) of Section 10 of the said Act;

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Bilaspur (Chhattisgarh), a Government Company (hereinafter referred to as the Company), is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by Sub-Section (1) of section 11 of the said Act, the Central Government hereby directs that the said rights in or over the lands so vested, shall, with effect from the 15th July, 2006, instead of continuing to so vest in the Central Government vest in the said Company, subject to the following terms and conditions, namely :—

1. the said Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
2. a tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the said Company under condition (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the said Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the said rights, in or over the said lands, so vesting shall also be borne by the said Company;
3. the said Company shall indemnify the Central Government and its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the aforesaid rights in or over the said lands vesting;
4. the said Company shall have no power to transfer the said lands and said rights in or over the lands so vested to any other person without the previous approval of the Central Government; and
5. the said Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands and rights in or over the lands as and when necessary.

[No. 43015/14/2003/PRIW]

M. SHAHABUDEEN, Under Secy.

आदेश

नई दिल्ली, 14 फरवरी, 2007

का.आ. 564.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 2717 तारीख 6 जुलाई, 2006, भारत के राजपत्र, भाग-II, खंड-3, उप-खंड (ii) तारीख 15 जुलाई, 2006 में प्रकाशित उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि पर या भूमि में अधिकार (जिसे इसमें इसके पश्चात् उक्त अधिकार कहा गया है) उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लगमों से मुक्त होकर पूर्ण रूप से केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि जाठथ ईस्टन कोलफील्ड्स लिमिटेड, बिलासपुर (छत्तीसगढ़) जो एक सरकारी कंपनी है (जिसे इसमें इसके पश्चात उक्त कंपनी कहा गया है), ऐसे निवांधनों और शतां का जिन्हें केन्द्रीय सरकार इसे निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 11 की उप-धारा पर या (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित भूमि पर या भूमि में उक्त अधिकार केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, तारीख 15 जुलाई, 2006 से निम्नलिखित निवांधनों और शतां के अधीन रहते हुए, उक्त कंपनी में निहित हो जाएंगे, अर्थात् :—

1. उक्त कंपनी, उक्त अधिनियम के उपबंधों के अधीन यस्ते अवधारित प्रतिकर व्याज, नुकसानियों और वैसी ही मर्दों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
2. उक्त कंपनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेश रकमें का अवधारण बनने के प्रबोजनों के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकारण और अधिकरण की सहायता के लिए नियुक्त किए गए व्यक्तियों के संबंध में उपगत सभी व्यय उक्त कंपनी बहन करेगी और इस प्रकार निहित उक्त भूमि में या उस पर निहित होने वाले उक्त अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, ऐसे अपील आदि की बाबत, उपगत सभी व्यय भी उक्त कंपनी बहन करेगी;
3. उक्त कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर निहित होने वाले पूर्वोक्त अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, शतिपूर्ति करेगी;
4. उक्त कंपनी को, केन्द्रीय सरकार के पूर्व अनुपालन के बिना, उक्त भूमि में या उस पर पूर्वोक्त अधिकारों को अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
5. उक्त कंपनी, ऐसे निदेशों और शतां का, जो केन्द्रीय सरकार द्वारा यह क्षमता आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों और उस भूमि पर या भूमि में अधिकारों के लिए दिए जाएं या अधिरोपित किए जाएं, पालन करेगी।

[सं. 43015/13/2003/पी.आर.आई.डब्ल्यू.]

एम. शाहबुद्दीन, अवर. सचिव

ORDER

New Delhi, the 14th February, 2007

S.O. 564.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal vide number S.O. 2717, dated the 6th July, 2006 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 15th July, 2006, issued under Sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the rights in or over the lands described in the Schedule appended to the said notification (hereinafter referred to as the said rights) vested absolutely in the Central Government free from all encumbrances under sub-section (i) of Section 10 of the said Act;

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Bilaspur (Chhattisgarh), a Government Company (hereinafter referred to as the Company), is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 11 of the said Act, the Central Government hereby directs that the said rights in or over the lands so vested, shall, with effect from the 15th July, 2006, instead of continuing to so vest in the Central Government vest in the said Company, subject to the following terms and conditions, namely :—

1. the said Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
2. a tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the said Company under condition (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the said Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over the said lands, so vesting shall also be borne by the said Company;
3. the said Company shall indemnify the Central Government and its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the aforesaid rights in or over the said lands vesting;
4. the said Company shall have no power to transfer the said lands and said rights in or over the lands so vested to any other person without the previous approval of the Central Government; and
5. the said Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands and rights in or over the lands as and when necessary.

[No. 43015/13/2003/PRIW]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 19 फरवरी, 2007

का.आ. 565.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 673 तारीख 14-02-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा तमिलनाडु राज्य में कुथालम ओ.एन.जी.सी. अबान पॉवर पाइपलाईन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाईन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना को प्रतियां जनता को तारीख 16-08-2006 तक उपलब्ध करा दी गई थी;

और पाइपलाईन बिछाने के संबंध में जनता से कोई आक्षेप प्राप्त नहीं हुए;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और सक्षम प्राधिकारी ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाईन बिछाने के लिए अपेक्षित हैं, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाईन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाईन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की अज्ञाए, पाइपलाईन बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदपर, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	सर्वे संख्या	आर.ओ.यू. के लिए अंजित (क्षे. हेक्टर में)	5
1	2	3	4		5
नागा-	मथिल-	52. क्षेत्रपल-	115-2	0.11.0	
पटिटनम	दुथुरई	पुरम			
			115-3	0.11.0	
			115-4बी	0.09.0	
			116	0.04.0 जी.पी.	
				योग	0.35.0

नागा-	मथिल-	51. कुथालम	57	0.015
पटिटनम	दुथुरई		58-1	0.01.5 जी.पी.
			62	0.07.0
			63	0.01.0 जी.पी.
			66-1	0.21.0
			66-4	0.05.0
			77-1	0.28.0
			77-2	0.01.0
			77-5	0.05.0
			81	0.04.5
			83	0.01.0 जी.पी.
			84	0.22.5
			135-3	0.04.0
			136ए-21	0.04.0
			136ए-25	0.07.5
			136ए-26	0.24.5
			136ए-28	0.03.0 जी.पी.
			136ए-29	0.01.5
			136ए-30	0.03.0
			136ए-35	0.00.5
			66-3	0.00.5 जी.पी.
			योग	1.44.0

51/2 उम्म-	2/4	0.09.0
बलपुरम		
3/1		0.03.0 जी.पी.
56		0.12.5 जी.पी.
59/8		0.01.5
59/9		0.05.0
64		0.18.0
65/3		0.11.0
65/4बी		0.11.0
योग		0.71.0

33. थिर-	380-5	0.03.0
मननचेरी		
380-4बी 1		0.03.0
380-4बी 2		0.24.0
380-6सी 4		0.13.0
380-6सी 5		0.01.0
394		0.02.0 जी.पी.
398-5बी 1		0.14.0
398-5ए		0.01.0
398-5बी 2		0.01.0
399/1		0.10.0
399/2		0.02.5
399/6		0.01.5
407-2ए		0.04.0
407-2बी		0.05.0
407-3		0.06.0
407-10		0.01.5
407-12		0.04.0
407-8		0.01.0

1	2	3	4	5	1	2	3	4	5
नागा-	मधिल-	33. विह-	408-3	0.01.0	नागा-	मधिल-	37. विल्लि	102	0.00.5जी.पी.
पटिनम	दुशुरई	मनवचेरी	443-4	0.01.0	पटिनम	दुशुरई	अनल्लुर	99	0.01.5जी.पी.
			443-7	0.01.0				95-1	0.06.0
			443-9	0.01.0				98-1	0.01.0
			443-10	0.04.5				98-2	0.15.0
			444-1	0.03.0				98-3	0.00.5जी.पी.
			441-2	0.01.0				97-1	0.01.0
			445	0.02.0जी.पी.				97-2	0.00.5जी.पी.
			474	0.10.0				432-1ए	0.05.5
			475-1	0.02.5				432-1बी	0.04.5
			475-2	0.02.0				432-2	0.07.5
			476	0.01.5जी.पी.				433-3ए	0.05.5
			478	0.14.0				433-3बी	0.10.5
			490	0.08.0जी.पी.				433-4	0.04.0
			497	0.01.5				433-5बी2	0.03.5
			योग	0.51.5				433-6	0.01.0
		37. विल्लि	185-3	0.03.0				434-3	0.02.0
		अनल्लुर	185-4	0.06.0				434-4	0.11.5
			185-9	0.00.5				436	0.03.0जी.पी.
			186-1	0.11.0				437-1	0.01.0
			186-3	0.14.0				444	0.01.0
			181-1	0.01.0जी.पी.				445-1ए	0.10.5
			181-2	0.05.0				445-1बी	0.08.0
			181-3	0.06.5				445-2	0.09.5
			181-4	0.05.0				446-1	0.05.0
			174-1	0.10.0				446-3	0.05.0
			174-2	0.16.0				455	0.09.0जी.पी.
			176-3	0.01.0जी.पी.				454-1	0.04.5
			164-1बी	0.05.5				454-2	0.03.0
			164-7	0.01.0				योग	3.71.0
			170-1	0.03.0				36. अलन-	180ए-4बी
			169-1	0.07.5					0.03.0
			169-2	0.04.0				गुड़ी	
			169-3	0.02.5				180ए-4सी	0.06.5
			169-4	0.06.5				185-3	0.03.0
			168-1	0.04.5				184	0.02.5जी.पी.
			168-2	0.09.0				186-1	0.04.0
			171-1	0.01.0जी.पी.				201-1	0.08.0
			171-2	0.00.5				201-3ए	0.01.0
			147	0.02.0				201-3बी	0.12.5
			144-3	0.19.0				202-2बी	0.02.0
			146-1	0.04.0				224-2	0.13.0
			146-2	0.08.0				224-3	0.02.0
			145	0.01.0जी.पी.				225-1	0.06.0
			107	0.20.0				227-3सी	0.06.0
			106-1	0.19.0				180-3सी	0.03.5
			103-2	0.25.0				244-1	0.03.5

1	2	3	4	5
नागा-	मयिल-	36. अलन-	245-1ए	0.105
पट्टिनम	दुथुरई	गुड़ी	245-1बी	0.165
			246-1	0.010
			246-2ए	0.055
			247-2	0.065
			247-3	0.105
			247-4	0.010
			247-5	0.030
			250-1	0.090
			250-2	0.080
			251-1	0.015
			252	0.140
			253-1	0.180
			254	0.025जी.पी.
			256-1ए	0.015
			256-1बी	0.050
			257-1	0.010
			257-2सी1	0.100
			257-2सी2	0.110
			261-1ए	0.095
			261-1बी	0.085
			261-3	0.040
			261-4	0.020
			261-5	0.035
			299-2डी	0.090
			300	0.015जी.पी.
			304-1	0.040
			306	0.235
			307	0.150
			309	0.010
			310	0.250जी.पी.
			311	0.060
			441	0.010जी.पी.
			443	0.080जी.पी.
			198	0.010जी.पी.
			योग	3.250

[फा. सं. एल.-14014/7/04-जी.पी.]

एस. बी. मण्डल, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 19th February, 2007

S.O. 565.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 673 dated 17-2-2006 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of natural gas through Kuthalam ONGC to Aban Power Pipeline Project in the State of Tamilnadu by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on 16-8-2004;

And whereas no objections were received from the public to the laying of the pipeline;

And whereas the Competent Authority has, under Sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tahsil	Village	Survey No.	Area to be acquired for R.O.U (in Hect.)
1	2	3	4	5
Naga-pattinam	Mayila-duthurai	52. Kshetra-115-2 palapuram		0.11.0
		115-3		0.11.0
		115-4B		0.09.0
		116		0.04.0 G.P.
		Total		0.35.0
51. Kut-talam	57			0.01.5
	58-1			0.01.5 G.P.
	62			0.07.0
	63			0.01.0 G.P.
	66-1			0.21.0
	66-4			0.05.0
	77-1			0.28.0
	77-2			0.01.0
	77-5			0.05.0
	81			0.04.5
	83			0.01.0 G.P.
	84			0.22.5
	135-3			0.04.0
	136A-21			0.04.0
	136A-25			0.07.5
	136A-26			0.24.5
	136A-28			0.03.0 G.P.

1	2	3	4	5	1	2	3	4	5
Naga-	Mayila-	51. Kut-	136A-29	0.015	Naga-	Mayila-	37. Villia-	186-1	0.11.0
pattinam	duthurai	talam	136A-30	0.03.0	pattinam	duthurai	nallur	186-3	0.14.0
			136A-35	0.005				181-1	0.01.0 G.P.
			66-3	0.00.5 G.P.				181-2	0.05.0
			Total	1.44.0				181-3	0.06.5
51/2. Umam-2/4	0.09.0							181-4	0.05.0
balpuram	3/1		0.03.0 G.P.					174-1	0.10.0
	56		0.12.5 G.P.					174-2	0.16.0
	59/8		0.015					176-3	0.01.0 G.P.
	59/9		0.05.0					164-1B	0.05.5
	64		0.18.0					164-7	0.01.0
	65/3		0.11.0					170-1	0.03.0
	65/4 B		0.11.0					169-1	0.07.5
	Total		0.71.0					169-2	0.04.0
33. Thiruma-	380-5	0.03.0						169-3	0.02.5
nancherry								169-4	0.06.5
	380-4B1	0.03.0						168-1	0.04.5
	380-4B2	0.24.0						168-2	0.09.0
	380-6C4	0.13.0						171-1	0.01.0 G.P.
	380-6C5	0.01.0						171-2	0.00.5
	394	0.02.0 G.P.						147	0.02.0
	398-5B 1	0.14.0						144-3	0.19.0
	398-5A	0.01.0						146-1	0.04.0
	398-5B 2	0.01.0						146-2	0.08.0
	399/1	0.10.0						145	0.01.0 G.P.
	399/2	0.02.5						107	0.21.0
	399/6	0.01.5						106-1	0.19.0
	407-2A	0.04.0						103-2	0.25.0
	407-2B	0.05.0						102	0.00.5 G.P.
	407-3	0.06.0						99	0.01.5 G.P.
	407-10	0.01.5						95-1	0.06.0
	407-12	0.04.0						98-1	0.01.0
	407-8	0.01.0						98-2	0.15.0
	408-3	0.01.0						98-3	0.00.5 G.P.
	443-4	0.01.0						97-1	0.01.0
	443-7	0.01.0						97-2	0.00.5 G.P.
	443-9	0.01.0						432-1A	0.05.5
	443-10	0.04.5						432-1B	0.04.5
	444-1	0.03.0						432-2	0.07.5
	444-2	0.01.0						433-3A	0.05.5
	445	0.02.0 G.P.						433-3B	0.10.5
	474	0.10.0						433-4	0.04.0
	475-1	0.02.5						433-5B2	0.03.0
	475-2	0.02.0						433-6	0.01.0
	476	0.01.5 G.P.						434-3	0.02.0
	478	0.14.0						434-4	0.11.5
	490	0.08.0 G.P.						436	0.03.0 G.P.
	497	0.01.5						437-1	0.01.0
	Total	1.51.5						444	0.01.0
37. Villia-	185-3	0.03.0						445-1A	0.10.5
nallur								445-1B	0.08.0
	185-4	0.06.0						445-2	0.09.5
	185-9	0.00.5						446-1	0.14.0

1	2	3	4	5
Naga-	Mayila-	37. Villia-	446-3	0.05.0
pattinam	duthurai	nallur	455	0.09.0 G.P.
			454-1	0.04.5
			454-2	0.03.0
			Total	3.71.0
36. Allan-	180A-4B		0.02.0	
			180A-4C	0.06.5
			184	0.02.5 G.P.
			186-1	0.04.0
			201-1	0.08.0
			201-3A	0.01.0
			201-3B	0.12.5
			202-2B	0.02.0
			224-2	0.13.0
			224-3	0.02.0
			225-1	0.06.0
			227-3C	0.03.5
			244-1	0.03.5
			245-1A	0.10.5
			245-1B	0.16.5
			246-1	0.01.0
			246-2A	0.05.5
			247-2	0.06.5
			247-3	0.10.5
			247-4	0.01.0
			247-5	0.03.0
			250-1	0.09.0
			250-2	0.08.0
			251-1	0.01.5
			252	0.14.0
			253-1	0.18.0
			254	0.02.5 G.P.
			256-1A	0.01.5
			256-1B	0.05.0
			257-1	0.01.0
			257-2C 1	0.10.0
			257-2C 2	0.11.0
			261-1A	0.09.5
			261-1B	0.08.5
			261-3	0.04.0
			261-4	0.02.0
			261-5	0.03.5
			299-2D	0.09.0
			300	0.01.5 G.P.
			304-1	0.04.0
			306	0.23.5
			307	0.15.0

1	2	3	4	5
Naga-	Mayila-	36. Allan-	309	0.01.0
pattinam	duthurai	gudy	310	0.25.0 G.P.
			311	0.06.0
			441	0.01.0 G.P.
			443	0.08.0 G.P.
			198	0.01.0 G.P.
			Total	3.25.0

[F No. L-14014/7/04 - G.P.]

S.B. MANDAL, Under Secy.

नई दिल्ली, 19 फरवरी, 2007

का.आ. 566.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2061 तारीख 18-05-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा आन्ध्र प्रदेश राज्य में लैन्को पॉवर परियोजना (कोन्डापल्ल) तक विजयवाड़ा पाइपलाईन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाईन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 02-09-2006 से 26-09-2006 तक उपलब्ध करा दी गई थी;

और पाइपलाईन बिछाने के संबंध में जनता से कोई आक्षेप प्राप्त नहीं हुए;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और सक्षम प्राधिकारी ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाईनें बिछाने के लिए अपेक्षित हैं, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाईनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाईनें बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए, पाइपलाईनें बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते

हुए, सभी विल्संगमों से मुक्त, गेल (इण्डया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं./सब डिविजन नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
कृष्णा	(विजयवाड़ा (ग्रामीण))	गोल्सपूडि	367 भाग	0.0081
			366/2 भाग	0.1052
			376/1 भाग	0.0243
			376/2 भाग	0.0728
			377 भाग	0.0567
			375/1 भाग	0.0243
			369/2 भाग	0.1335
			369/1 भाग	0.0931
			370 भाग	0.0040
			372 भाग	0.0283
कुल		0.5503		

[फ. सं. एल.-14014/19/04-जी.पी.]

एस. बी. मण्डल, अवकर सचिव

New Delhi, the 19th February, 2007

S.O. 566.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2061 dated 18-5-2006 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of natural gas through LANCO Power Project (Kondapalli) to Vijayawada pipeline project in the State of Andhra Pradesh by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public from 2-9-2006 to 26-9-2006;

And whereas no objection were received from the public to the laying of the pipeline;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central

Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tahsil	Village	Survey No./Sub Division	Area to be acquired for R.O.U (in Hectares)
1	2	3	4	5
Krishna	(Vijaya- wada (Rural))	Gollapudi	367 Part	0.0081
			366/2A Part	0.1052
			376/1 Part	0.0243
			376/2 Part	0.0728
			377 Part	0.0567
			375/1 Part	0.0243
			369/2 Part	0.1335
			369/1 Part	0.0931
			370 Part	0.0040
			372 Part	0.0283
Total				0.5503

[F. No. L-14014/19/04 - G.P.]

S.B. MANDAL, Under Secy.

नई दिल्ली, 19 फरवरी, 2007

का.आ. 567.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 674 तारीख 14-2-2006 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डया) लिमिटेड द्वारा तमिलनाडु राज्य में कुथालम ओ.एन.जी.सी. अबान पॉवर पाइपलाईन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाईन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 16-08-2006 तक उपलब्ध करा दी गई थीं;

और पाइपलाईन बिछाने के संबंध में जनता से कोई आक्षेप प्राप्त नहीं हुए;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और सक्षम प्राधिकारी ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाईन

बिछाने के लिए अपेक्षित हैं, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाईनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाईनें बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए, पाइपलाईनें बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विलंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	सर्वे संख्या	आर.ओ.यू. के लिए अर्जित क्षे. (हेक्ट.में)
1	2	3	4	5
थनजवुर	थिरुविदै-	24. वेलुर	15-1	0.05.0
	मरुथुर		15-2	0.16.0
			95	0.27.0
			105-3	0.03.5
			106-1	0.08.0
			106-2	0.01.5 जी.पी.
			106-3	0.14.5
			118-1	0.05.0
			118-2	0.06.0
			118-3	0.12.5
			121-1	0.09.0
			122-1ए	0.18.0
			122-1बी	0.02.0 जी.पी.
			125-1	0.01.0 जी.पी.
			125-2बी	0.14.0
			125-2सी	0.02.0
			125-2डी	0.00.5
			126-1	0.06.0
			126-2सी	0.02.0
			126-3	0.11.0
			126-2बी	0.005
			130-1ए	0.10.5
			130-1बी	0.02.0
			130-4ए	0.05.0
			130-4बी	0.05.5

1	2	3	4	5
थनजवुर	थिरुविदै-	24. वेलुर	130-3	0.01.5 जी.पी.
	मरुथुर		131-2बी	0.04.0
			131-2सी	0.02.0
			131-2डी	0.03.5
			131-3	0.07.5
			133-1	0.02.5 जी.पी.
			133-3	0.10.0
			155-2ए	0.11.0
			155-3	0.04.5
			156-4	0.07.5
			156-6ए	0.08.0
			156-7	0.06.0
			159-2	0.06.0
			160	0.03.0 जी.पी.
			226	0.02.0 जी.पी.
			227-1ए1	0.01.0
			227-1ए2	0.06.0
			227-1बी1	0.01.0
			227-1बी2	0.01.0
			227-5	0.06.5
			229-2	0.02.5 जी.पी.
			229-4	0.17.0
			229-5	0.00.5 जी.पी.
			278-1ए	0.03.0 जी.पी.
			282	0.17.0 जी.पी.
			283-1बी1	0.01.0
			283-2बी2	0.17.0
			योग	3.40.5
			9. करुप्पुर	174 0.05.0 जी.पी.
				152-1 0.04.0
				152-2 0.27.5
			योग	0.36.5

[फा. सं. एल.-14014/7/04-जी.पी. (भाग-I)]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 19th February, 2007

S.O. 567.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 674 dated 14-2-2006 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for trans-port of natural gas through Kuthalam ONGC to Aban Power pipeline project in State of Tamilnadu by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on 16-8-2006;

And whereas no objections were received from the public to the laying of the pipeline;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tahsil	Village	Survey No.	Area to be acquired for R.O.U (in Hect.)	1	2	3	4	5
Thanjavur	Thiruvi-	24. Velur	15-1	0.050					
	daima-		15-2	0.160					
	ruthur		95	0.270					
			105-3	0.035					
			106-1	0.080					
			106-2	0.015 G.P.					
			106-3	0.145					
			118-1	0.050					
			118-2	0.060					
			118-3	0.125					
			121-1	0.090					
			122-1A	0.180					
			122-1B	0.020 G.P.					
			125-1	0.010 G.P.					
			125-2B	0.140					
			125-2C	0.020					
			125-2D	0.005					
			126-1	0.060					

1	2	3	4	5
Thanjavur	Thiruvi-	24. Velur	126-2C	0.020
	daima-		126-3	0.110
	ruthur		126-2B	0.005
			130-1A	0.105
			130-1B	0.020
			130-4A	0.050
			130-4B	0.055
			130-3	0.015 G.P.
			131-2B	0.040
			131-2C	0.020
			131-2D	0.035
			131-3	0.075
			133-1	0.025 G.P.
			133-3	0.100
			155-2A	0.110
			155-3	0.045
			156-4	0.075
			156-6A	0.080
			156-7	0.060
			159-2	0.060
			160	0.030 G.P.
			226	0.020 G.P.
			227-1A1	0.010
			227-1A2	0.060
			227-1B1	0.010
			227-1B2	0.010
			227-5	0.065
			229-2	0.025 G.P.
			229-4	0.170
			229-5	0.005 G.P.
			278-1A	0.030 G.P.
			282	0.170 G.P.
			283-1B1	0.010
			283-2B2	0.170
			Total	3.40.5

Thanjavur	Thiruvi-	9. Karup-	174	0.050 G.P.
	daima-	pur	152-1	0.040
	ruthur		152-2	0.275

Total 0.36.5

[F. No. L-14014/7/04-G.P. (Part-I)]
S. B. MANDAL, Under Secy.

नई दिल्ली, 20 फरवरी, 2007

का. आ. 568.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 478 तारीख 07 फरवरी, 2005 द्वारा जामनगर - भोपाल और काकीनाड़ा - हैदराबाद - गोवा पाइपलाइन को आपस में जोड़ने के लिए मैसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड को एक पाइप लाइन विछाने के प्रयोजन के लिए उक्त अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और, उक्त राजपत्र में अधिसूचित भूमि में से, गांव वक्ताना की भूमि के अतिक्रम, समस्त भूमि के सम्बन्ध में, अधिनियम की धारा 6 की उपधारा (1) के अन्तर्गत भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ.2323 दिनांक 27 जून, 2005 द्वारा की जा चुकी है;

और, धारा 3 की उपधारा (1) के अन्तर्गत राजपत्र की प्रतियां गांव वक्ताना में भूमि से सम्बद्ध व्यक्तियों को तारीख 25 अप्रैल, 2006 को उपलब्ध करा दी गई थीं;

और, पाइपलाइन विछाने के सम्बन्ध में जनता की ओर से कोई आक्षेप प्राप्त नहीं हुआ है;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि में पाइपलाइन विछाना अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विलंगणों में मुक्त, मैसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, में निहित होगा।

अनुसूची

तहसील : चोरीसी		जिला : सूरत		राज्य : गुजरात			
गांव का नाम	सर्वे नंबर / ब्लॉक नं	आर ओ यु अर्जित करने के लिये क्षेत्रफल			हेक्टेयर	एयर	चौ.मी.
		3	4	5			
1. वक्ताना	259	00	19	55			

[फा. स. एल-14014/37/2004-जी. पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 20th February, 2007

S.O. 568.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas Number S.O. 478 dated 07th February, 2005, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification, for the purpose of laying pipeline for transportation of natural gas through an interconnection between Jamnagar - Bhopal and Kakindada - Hyderabad - Goa Pipelines by M/s Reliance Gas Transportation Infrastructure Limited;

And, whereas for all the land specified in the Schedule, except that in village Waktana, notification under sub-section (1) of Section 6 has been issued vide Government of India, Ministry of Petroleum and Natural Gas number S.O. No. 2323 dated the 27th June, 2005;

And whereas copies of the Gazette notification under sub-section (1) of Section 3 were made available to the people concerned with the land in village Waktana on 25th April 2006;

And whereas no objection was received from the public to the laying of the Pipeline;

And whereas the Competent Authority has, under sub-section (1) of the Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of publication of the declaration, in M/s Reliance Gas Transportation Infrastructure Limited free from all encumbrances.

SCHEDULE

Tehsil : Choryasi		District : Surat		State : Gujarat		
Name of the Village	Survey No./Block No.	Area to be acquired for ROU			Sq.m	
		Hectare	Are	5		
1	2	3	4	5		
1. Waktana	259	00	19	55		

[F. No. L-14014/37/2004-G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 22 फरवरी, 2007

का. आ. 569.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुन्डा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री शिवदत्त गौड़, सक्षम प्राधिकारी, मुन्डा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, डी-7 लालबहादुर नगर (पूर्व), वलाकर्स आमेर होटल के सामने, जवाहरलाल नेहरू मार्ग, मालवीय नगर, जयपुर-302017(राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

2

अनुसूची

क्रम. सं.	गाँव का नाम	जिला : जयपुर	खसरा सं.	राज्य : राजस्थान		
				क्षेत्रफल	हेक्टेयर	एकर
1	2	3	4	5	6	
1.	नारीकावास		33 47(स.चारागाह)	0 0	01 01	07 42
2.	लालचन्दपुरा		1 2	0 0	10 01	16 20
3.	बावड़ी		76	0	01	54
4.	सिंचार		64 227	0 0	03 01	09 98
5.	मांचवा		382 228 225	0 0 0	03 03 01	48 93 78

[फा. सं. आर-31015/54/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 22nd February, 2007

S. O. 569.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Shivdutt Gaur, Competent Authority, Mundra-Delhi Petroleum Product Pipeline Project, Hindustan Petroleum Corporation Limited, D-7, Lal Bahadur Nagar (East), Opp. Clarks Amer Hotel, Jawaharlal Nehru Marg, Malviya Nagar, Jaipur – 302017 (Rajasthan)

SCHEDULE

Tehsil : JAIPUR		District : JAIPUR	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	NARIKAWAS	33 47(G/L Pasture)	0 0	01 10	07 42
2.	LALCHANDPURA	1 2	0 0	10 01	16 20
3.	BAVADI	76	0	01	54
4.	SINWAR	64 227	0 0	03 01	09 98
5.	MANCHAWA	382 228 225	0 0 0	03 03 01	48 93 78

[F. No. R-31015/54/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 22 फरवरी, 2007

का. आ. 570.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुंब्रा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री शिवदत्त गौड़, सक्षम प्राधिकारी, मुंब्रा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, डी-7 लालबहादुर नगर (पूर्व), व्लाक्स आमेर होटल के सामने, जवाहरलाल नेहरू मार्ग, मालवीन नगर, जयपुर-302017(राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तहसील : शाहपुरा		जिला : जयपुर		राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल	हेक्टेयर	एयर	वर्ग मीटर
				4	5	6
1.	देवन	2528	0	04	48	

[फा. सं. आर-31015/60/2004-ओ.आर.-II]
ए. गोस्वामी, अवर सचिव

New Delhi, the 22nd February, 2007

S.O. 570.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Shivdutt Gaur, Competent Authority, Mundra-Delhi Petroleum Product Pipeline Project, Hindustan Petroleum Corporation Limited, D-7, Lal Bahadur Nagar (East), Opp. Clarks Amer Hotel, Jawaharlal Nehru Marg, Malviya Nagar, Jaipur – 302017 (Rajasthan)

SCHEDULE

Tehsil : SHAHAPURA		District : JAIPUR		State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
1. DEVAN		2528	0	04	48	

[F. No. R-31015/60/2004-O.R.-II]
A. GOSWAMI, Under Secy.

नई दिल्ली, 22 फरवरी, 2007

का. आ. 571.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुब्दा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री शिवदत्त गौड़, सक्षम प्राधिकारी, मुब्दा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, डी-7 लालबाहादुर नगर (पूर्व), क्लावर्स आमेर होटल के सामने, जवाहरलाल बेहरा मार्ग, मालवीय नगर, जयपुर-302017(राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : कोटपूतली		जिला : जयपुर		राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.		क्षेत्रफल		
				हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6	7
1. मंडा		615	0	06	48	
		603	0	09	42	
		1396	0	06	24	
2. बसर्दी		876	0	02	52	
		877	0	05	16	
		883	0	00	38	

[फा. सं. आर-31015/64/2004-ओ.आर.-II]
ए. गोस्वामी, अवर सचिव

New Delhi, the 22nd February, 2007

S. O. 571.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Shivdutt Gaur, Competent Authority, Mundra-Delhi Petroleum Product Pipeline Project, Hindustan Petroleum Corporation Limited, D-7, Lal Bahadur Nagar (East), Opp. Clarks Amer Hotel, Jawaharlal Nehru Marg, Malviya Nagar, Jaipur – 302017 (Rajasthan)

SCHEDULE

Tehsil : KOTPUTLI		District : JAIPUR		State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
1. MANDA		615	0	06	48	
		603	0	09	42	
		1396	0	06	24	
2. BASAI		876	0	02	52	
		877	0	05	16	
		883	0	00	38	

[F. No. R-31015/64/2004-O.R.-II]
A. GOSWAMI, Under Secy.

नई दिल्ली, 22 फरवरी, 2007

का. आ. 572.—|केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुद्रा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबृद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है :

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबृद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इव्वक्तीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री शिवदत्त गौड़, सक्षम प्राधिकारी, मुद्रा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, डी-7 लालबहादुर नगर (पूर्व), वलाकर्स आमेर होटल के सामने, जवाहरलाल नेहरू मार्ग, मालवीय नगर, जयपुर-302017(राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : आमेर		जिला : जयपुर		राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल			
			हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
1.	छोराबीसल	355	0	02	40	
2.	माबपुरामाचेडी	3151	0	05	92	
3.	देव का हरमाडा	21	0	08	10	

[फा. सं. आर-31015/70/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 22nd February, 2007

S. O. 572.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Shivdutt Gaur, Competent Authority, Mundra-Delhi Petroleum Product Pipeline Project, Hindustan Petroleum Corporation Limited, D-7, Lal Bahadur Nagar (East), Opp. Clarks Amer Hotel, Jawaharlal Nehru Marg, Malviya Nagar, Jaipur – 302017 (Rajasthan)

SCHE

Tehsil : AMER		District : JAIPUR		State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
1.	KHORABISAL	355	0	02	40	
2.	MANPURAMACHEDI	3151	0	05	92	
3.	DEV KA HARMADA	21	0	08	10	

[F. No. R-31015/70/2004-O.R.-II]
A. GOSWAMI, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 22 जनवरी, 2007

का.आ. 573.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थन रेलवे के प्रबंधितत्र के मंबद्द नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 34/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-2007 को प्राप्त हुआ था।

[सं. एल-41012/279/99-आई आर (बी.-I)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 22nd January, 2007

S.O. 573.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of Northern Railway, and their workmen, received by the Central Government on 22-1-2007.

[No. L-41012/279/99-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR**

I.D. No. 34 OF 2000

In the matter of dispute between:

Sri Ram Sagan Giri
S/o Sri Ambika Giri
C/o Sri Hanuman Mishra
117-M/818, Kakadeo
Kanpur, U.P.

And

The Divisional Manager
Northern Railway
Allahabad, U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide Notification No. L-41012/279/1999-IR (B-I) dated 17-2-2000 has referred the present dispute for adjudication as under—

“Whether the action of management of Northern Railway, Allahabad in terminating the services of Sri R.S. Giri, w.e.f. 01-07-1987 is justified? If not what relief the workman is entitled to?”

2. The case of the workman in short is; that he worked as Mazdoor under the opposite party, Northern Railway w.e.f August 1985 to 30-06-87 continuously at their Malgodam situated at Naini Railway Station. The post against which the workman was engaged was of permanent nature and is still continuing. When the workman raised a demand of permanent employment the officers of the opposite party became annoyed and they illegally terminated the services of the workman w.e.f. 01-07-87 under verbal orders. Workman has further pleaded that he made repeated request before authorities of opposite party Railways for his reinstatement but all remain in vain. Workman has also pleaded that vide G.O. issued by Central Government in the year 1997 all such persons were re-employed whose services were earlier terminated still workman has been deprived from his re-employment by the officers of the opposite party. Workman has further pleaded after illegal termination of his services S/Sri Uma Shanker, Mishri Lal, Lalman and Kanhaiya Lal were reappointed at Naini, Mirzapur and Banda respectively, still workman has not been provided with an opportunity of re-employment by the opposite party which is a clear act of unfair labour practice.

3. On the basis of above it has been prayed by the workman that he be reinstated in the service of opposite party with full back wages continuity of service and with all other consequential benefits attached to the post.

4. Opposite party contested the claim of opposite party vehemently denying the fact that workman was never appointed in any capacity at Naini Malgodam of opposite party. It has also been denied by the opposite party that the workman was ever appointed for the work of vacant post. It has also been denied that the work of loading and unloading in Malgodam of opposite party is not of permanent nature. It has also been denied by the opposite party that when workman was never engaged by opposite party the question of terminating his services does not arise at all and also that question of annoyance on the part of the concerned officers of the opposite party never assured the workman that he will be appointed as regular and permanent employee of Railways.

5. In the end it has been prayed that when the workman was never engaged by the opposite party question of terminating his services does not arise at all and the workman can not be held entitled for the relief as claimed by him.

6. Rejoinder statement has also been filed by the workman but no new facts have been incorporated therein except reiteration of the facts already pleaded by him in his Statement of Claim.

7. After exchange of pleadings between the parties both contesting parties have led their oral evidence apart from adducing documentary evidence. Whereas

workman has examined himself as WW-1, the management has examined its witness by name Mr. Michael Ekka as MW-1.

8. Workman witness in his evidence has stated on oath that he was engaged in the month of August 1985 as Labour at Naini Malgodam of opposite party and continued to work as such till June 1987. He was paid his wages on daily wages basis. His attendance was marked on Attendance Register. Workman further stated that along with him Lalman, Kanhaiya Lal, Mishri Lal and Uma Shankar were also working with him at Naini Malgodam of opposite party. Witness has also stated that all the co-workers except the workman have been made permanent by the opposite party in their services. Witness goes on to state that he used to receive his wages after affixing and signing the revenue stamp over the muster roll. Except him all the co-workers after declaring them regular and permanent were transferred to different stations. In his cross examination the workman stated that no appointment letter was issued in his favour. He expressed his ignorance to mention the name of Supervisor who engaged him in the services of Railway. Witness has also expressed his ignorance that the days when he remained in the employment of opposite party Sri Ekka was working as Chief Superintending. Witness has also admitted the fact which were filed by him bears the signature of Mr. R.B. Ram, Chief Goods Supervisor. He also goes on to state that Sri R.B. Ram has signed those documents in his presence.

9. Management witness Mr. Michael Ekka appeared before the Tribunal on behalf of opposite party and stated on oath that he was posted as Chief Goods Supervisor in the year 1994 and worked till 2000 at the same post. During this period no person by name Ram Sagan Giri was appointed under him. Certificate dated 25-12-1994 was not signed by him.

10. In this cross examination he has clearly admitted the fact that during the period 1985 to 1987 he never remains posted at Naini Station.

11. If it is so the evidence of the management witness is of no help to the opposite party especially when the witness has admitted in his cross examination that he was not posted at Naini Station during the period 1985 to 1987, the period which is claimed by the workman that he remained posted as Mazdoor at Naini Malgodam of opposite party, Northern Railway during the period 1985 to 1987. Therefore evidence of management witness in the facts and circumstances of the case would be of no help to the opposite party as the management has palpably failed to adduce evidence of such Officer who remain posted at Naini Station during the period 1985 to 1987 to enlighten the Tribunal about the correct facts of the case.

12. In view of above it is held that the evidence of workman goes uncontested and cannot be disbelieved.

The stand of the opposite party appears to be wholly without any justification that workman was never appointed by them as Mazdoor at Malgodam situated at Naini Station. Workman has filed Ex. W-1 which is a Certificate dated 25-12-94 indicating that Sri Ram Sagan Giri S/o Sri Ambika Giri as per the knowledge of the applicant has worked at Naini Goods Shed as a casual labour during the period August 1985 to June 1987 for a total period of 196 days in continuation. From the language of the Certificate it is clear that the above information is submitted by the concerned officer to the Divisional Railway Manager, Northern Railway, Allahabad on 25-12-1994 with recommendations that the workman may be offered a job in Class IV.

13. If it is so, it appears that the authorities of the Railways deliberately mentioning incorrect and false facts before this Tribunal in their pleadings with a view to mislead this Tribunal from the issue germane. Such kind of activities is highly deprecated by the Tribunal.

14. The evidence of the workman that the junior persons by name Lalman, Uma Shanker, Mishri Lal and Kanhaiya Lal have been appointed on regular and permanent basis by opposite party Railways remains unrebutted as the workman has not been cross examined by the counsel appearing for the opposite party on this point. Workman has been able to prove his case successfully before this Tribunal that his juniors were appointed on regular and permanent basis by the opposite party railways. Workman has further been able to establish his case before the Tribunal opportunity of reemployment was ever provided to him before inducting junior persons in the services of the railways. Thus a legitimate right of the workman of his becoming regular and permanent employee of railways has been frustrated by the officers of Indian Railways without any fault on the part of the workman when they appointed person junior to the workman in the regular services of the railways ignoring the valid claim of the workman. Therefore by no stretch of imagination the action of management as referred to in the schedule of reference order can be said to be legal and justified.

15. Accordingly for the reasons discussed above it is held that the action of the management is in breach of provisions of Section 25-H of I.D. Act, 1947, consequently the workman is held to be reinstated in the services in Group IV with full back wages, continuity of service and with all consequential benefits of the post.

16. Reference is answered accordingly in favour of workman and against the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 22 जनवरी, 2007

का.आ. 574.—अधैरेगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आप बीकानेर एण्ड जयपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके

कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 03/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-1-2007 को प्राप्त हुआ था।

[सं. एल-12012/288/2001-आई आर (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 22nd January, 2007

S.O. 574.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Bikaner & Jaipur, and their workman, received by the Central Government on 22-1-2007.

[No. L-12012/288/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

I.D. No. 34 of 2002

In the matter of dispute between:

Smt. Sushma Srivastava
w/o Sri A.K. Srivastava

73/5, Vijai Nagar,
Kanpur, U.P.

And

The Deputy Manager
State Bank of Bikaner & Jaipur
H.O. Tilak Marg, Jaipur (Raj.)

AWARD

1. Central Government, Ministry of Labour, New Delhi *vide* Notification No. L-12012/288/2001-I.R. (B-I) dated 27.12.2001/15-01-2002 has referred the present dispute for adjudication as under—

“क्या स्टेट बैंक आफ बीकानेर एण्ड जयपुर के प्रबन्धन द्वारा कर्मकार श्रीमती सुषमा श्रीवास्तव को दिनांक 28-04-1982 से सेवा से निष्कासित करना न्यायोचित है? यदि नहीं तो सम्बन्धित कर्मकार किस अनुतोष का हकदार है?”

2. The case of the workman as set up by her in her Statement of Claim in short is that the opposite party bank is a statutory body registered under the Bank Companies Act and is having thousands of branches throughout the

country. The bank with a view to deprive workman from attaining status of regular and permanent employee of the bank started a device appointing persons against regular and permanent post of clerks for short period with artificial breaks. It is further alleged that the workman *vide* appointment letter dated 08-02-1982 was appointed at the post of Clerk by the opposite party at its Kaushalpuri branch, Kanpur and allowed to work for 80 days upto 28-04-1982 when opposite party abruptly terminated the services of the workman. It is the further case of the workman that after illegal termination of the services on 28-04-82 opposite party made several appointments of clerks for performing the same job on 08-06-82, 02-07-82, 03-08-82, 17-08-82, 19-08-82, 27-09-82, 02-11-82, 04-11-82, 09-11-82, 15-12-82, 11-01-83, 18-01-83, 24-01-83, 08-04-83, 12-04-83, 13-04-83, 02-05-83, 27-06-83, 04-08-83, 14-09-83, 10-09-83, 24-10-83, 10-01-84, 14-03-84, 27-03-84, 18-06-84 and lastly on 25-06-84 at the posts from which the workman was terminated.

3. Therefore from the above details and appointments made by the bank it is obvious that the permanent work was with the bank even after termination of the services of the workman and the same work was taken by new hands after appointing them by the bank at its Kaushalpuri Branch, Kanpur. It is alleged that the act of the bank as indicated above is an act against the provisions of Section 25-H of the I.D. Act, 1947, when fresh hands were appointed for performing the permanent work of the Clerk in the Bank without affording opportunity of reemployment to the workman. Therefore termination of the employment of workman is a retrenchment within the meaning of 2 (oo) of I.D. Act, 1947. It is further claimed by the workman that the provisions of Section 2 (oo) (bb) is not applicable in the case of workman as it came to be inserted under the provisions of I.D. Act much after the termination of the services of the workman i.e. w.e.f. 17-8-84, whereas date of termination of the services of the workman is 28-04-82.

4. It is alleged by the workman that the management violated the provisions of para 493, 495, 507, 516, 521 and 522 of Shastry Award read with the provisions of Section 25-N, 25-G and 25-H of I.D. Act, 1947 coupled with the provisions of Rules 77 and 78 of I.D. (Central) Rules. Lastly it has been prayed by the workman that the action of the management be held as illegal and unjust and she be directed to be reinstated in the services of the bank w.e.f. 28-04-82 at the post from which she was removed illegally with full back wages, continuity of service and all consequential benefits.

5. Needless to mention that written statement was filed on behalf of the Bank, the Tribunal on 30-05-2003 fixed the case for evidences of the parties on 12-09-2003. This position continued upto 23-04-2004 when workman examined herself as WW-1 before this Tribunal but she could not be cross examined because none was present

from the side of the Bank on 23-04-2004. Management was allowed opportunity to cross examine the workman which was availed by the Bank on 13-08-2004. Thereafter case was fixed for management's evidence on 28-09-2004. Yet again management failed to put in their appearance on 28-09-2004, case was posted for evidence of management and arguments of the parties on 30-12-2004. As none appeared on 30-12-2004 from the side of the Bank, management was debarred from adducing its evidence and the case was posted for final arguments on 15-2-2005. On 15-2-2005 arguments of both the parties were heard in details and case was reserved for Award.

6. Management, against claim of workman, filed a detailed written statement alleging therein that the Reference itself is illegal and beyond the prescribed time fixed by the Hon'ble High Court, whereby the workman was required to raise dispute within two months from the date of Orders dated 12-3-1999, passed by the Hon'ble High Court in Writ Petition No 45884 of 1992. It is further pleaded by the Bank that since the workman was represented by the union therefore she could not raise present dispute in her individual capacity. It is further submitted by the management that the present case is not a case of termination nor a case of retrenchment nor a case of unfair labour practice. It is denied by the Bank that it appointed the workman and other persons against any permanent post. Appointments for temporary work were given to person from time to time and their contract of employment came to an end by efflux of time, as such it cannot be said to be a retrenchment. Section 25-H of the I.D. Act has no application in the matter. Since she accepted fixed term appointment with open eyes therefore she is stopped in challenging her retrenchment at this stage. It is also denied by the opposite party that the workman have ever worked on any permanent post. Bank has further pleaded that opportunity for reemployment was given to all such temporary employees who worked with the Bank by notifying the vacancies on 6-7-1987 in the newspaper. Prescribed procedure for test and interview was followed and appointments were made. It has also been denied that after termination of the case of the workman it ever appointed person by named Sanjai Kumar Srivastava on 21-5-1982.

7. It is further alleged that provisions of Section 25-G of the I.D. Act also not apply to the facts and circumstances of the present case. As the workman has not completed one year of continuous service therefore provision of Section 25-G and 25-H of the Act are not applicable in her case. On the basis of above it has been pleaded by the bank that the claim of the petitioner deserved to be dismissed.

8. Workman has filed Rejoinder wherein nothing new has been pleaded except reiterating the same facts as has been pleaded by her in her Statement of Claim.

9. After exchange of pleading between the parties workman has filed original of Appointment Letter dated 08-02-82, 11-03-82 and 09-04-82. Workman has further filed original of Experience Certificate dated 15-12-1984 issued by the Branch Manager of Kaushalpuri Branch.

Workman has also filed seniority list in respect of employees worked with the bank on temporary basis at its Kaushalpuri Branch, Kanpur, along with Statement of Claim. Workman appeared before this Tribunal and examined herself as WW-2.

10. Heard the arguments of the parties at length and perused the records of the case carefully.

11. It is the case of the workman that she worked as Clerk on temporary basis for the period 8-2-82 to 28-4-82 to perform the work of regular and permanent clerk at bank's Kaushalpuri branch, Kanpur. In her examination in chief made on oath before this Tribunal she stated that she was appointed on 8-2-82 as clerk by the bank and worked upto 28-4-82. She also stated that when she was removed by the bank various juniors were working as clerk in the branch. Workman has further stated that she was required to perform work of permanent nature of the post of the clerk.

12. Workman further stated that after removal of her services Mr. Dinesh Kumar Srivastava was appointed in April, 1982 as Clerk in the bank but expressed her ignorance about the branch where at present Mr. Dinesh Kumar Srivastava is working. She further stated in her evidence that one Mr. Sanjai Kumar Bajpai, junior to her, is still working in the branch on permanent basis. She further stated that she was not informed for reemployment by the bank and has also stated that bank had prepared a seniority list in which her name appeared at serial No. 27, which is on record.

13. On 13-8-2004, when the witness was called upon for her cross examination she stated that she is M.A. B.Ed. In her cross-examination she has admitted that she has not completed 240 days of continuous service in the bank. She also admitted that Appointment Letter was issued in her favour in which term of appointment was mentioned. Bank has not issued any separate letter of termination. She has also stated that her appointment was extended from time to time. Witness has denied the suggestion of the bank that her appoint automatically came to an end by efflux of time. Witness has further stated that bank has appointed several persons for performing the same work. Witness has further stated in her evidence that Sanjai Kumar Bajpai and Dinesh Kumar Srivastava, who were appointed after her removal from the service of the Bank, were junior to her.

14. A bare perusal of various appointment letters issued by the Bank in favour of the workman from time to

time is indicative of the fact that she was appointed by the bank on temporary basis on salary of Rs. 365 plus D.A. and other allowances. It further goes to specify that the bank has reserved its right to terminate her services before the date/term by serving notice as provided in the Award. Last spell of employment of the workman is 10-3-82 to 24-4-82. The fact that bank also reserves its right to terminate her service before that day by serving notice as provided in the Award. Bank has also issued a Certificate in her favour on 15-12-84 stating that the workman has worked for 80 days as temporary clerk during the period 8-2-82 to 28-04-82.

15. It has been argued on behalf of the workman that from the various appointment letters issued by the bank from time to time it is not clear as to against which vacancy/ post the workman was appointed on temporary basis by the bank. It has further been argued by authorized representative for the workman that vacancy against any post can be deemed only when permanent employee is transferred to some other place, when a permanent employee retires from service of the bank, when a permanent employee dies in harness or when there is increase of work of permanent nature for the time being, only then administrative authorities are empowered to fill such post as a temporary measure and not otherwise. It has also been argued by the authorized representative for the workman that none of the requirement as above for engagement of temporary clerk is found mentioned in the aforesaid appointment letter issued by the bank. It has also been argued on behalf of the workman that in the absence of above requirement appointment of workman cannot be termed to be an appointment for fixed term. It has also been argued that under these circumstances mention of period of employment in the appointment letters issued to the workman from time to time is nothing but a camouflage in exercise of managerial powers of the authorities of the bank. It has also been argued by authorized representative for workman that bank started a device in employing persons on temporary basis at its Kaushalpuri branch, Kanpur w.e.f. 31-10-79 to 5-9-84 and in this way bank has offered employment to 61 persons on temporary basis without indicating the reasons as to why they are being offered temporary employment.

16. On the contrary it has been argued on behalf of the bank that the opposite party bank throughout the country is having thousands branches and Branch Manager are competent to engage temporary hands on need basis and if such appointments are made by the Branch Managers for appointing persons on temporary basis is neither illegal and are in accordance with law.

17. After giving anxious consideration Tribunal is unable to substantiate the arguments advanced by the authorized representative for the bank giving weightage to the arguments advance by the authorized representative for the workman before the Tribunal. It is settled legal

position of law in service jurisprudence and employee must know the reasons for his employment to satisfy himself that for such and such reasons he is being appointed on temporary basis due to retirement of permanent employee, due to his death, due to transfer of permanent employee or due to temporary increase of permanent work which is likely to be completed in short spell. On perusal of entire written statement filed by the bank it is abundantly clear that bank has miserably failed to satisfy the above grounds argued by the authorized representative for the workman. If there is no mention of the reasons in the appointment letter issued for a fixed term in favour of workman the same can not be termed to be a fixed term appointment and the same cannot be treated to have been eliminated after expiry of term of appointment.

18. It is also clear from the contents of the various appointment letters, issued in favour of workman by the bank from time to time, that before expiry of the same bank will serve notice in the manner prescribed under Shastry Award i.e. Service Regulations. No document has been filed from the side of the opposite party bank to establish the fact that bank had ever issued any notice to the workman prior to removal of the service as required under para 521 of Shastry Award. From this point of view the action of the management cannot be held to be legal and justified when they removed the workman from her service w.e.f 28-4-79.

19. Next it has been contended on behalf of the workman that bank has given appointment to several junior persons as clerk to perform the same job which was being performed by the workman and out of them Dinesh Kumar Srivastava and Sanjai Kumar Bajpai are still working in the bank as permanent clerks without facing any recruitment test. There is no evidence on this point on behalf of the management bank to rebut the claim of the workman on this point. In her cross examination the workman has confirmed that her juniors are working with the bank on permanent basis. As the worker's evidence on this point goes unrebuted, Tribunal has no hesitation to hold that provisions of Section 25-G, 25-H and 25-N of the I.D. Act, 1947, read with Rules 77 and 78 of I.D. (Central) Rules, 1957, have badly been breached by the bank in the case of the workman. It may be pointed out that it cannot be left at the whims of the opposite party bank to extract human labour. The facts and circumstances of the instant case is clearly indicative of the fact that the bank in the case of the present workman has acted in a manner which was not at all fair. Had persons not been appointed by the bank after removal of services of the workman in that event she would have certainly completed much more 240 days of continuous service in the bank and would have certainly attained right for her consideration to be appointed on permanent basis. It is also clear from the uncontested evidence led by the workman that several junior persons were appointed and made permanent in the service of the

bank. From this point of view also the action of the management bank does not appear to be legal and valid.

20. The authorized representative for the workman has relied upon the law laid down by the Hon'ble High Court of Judicature of Allahabad in the case of Oriental Bank of Commerce Versus Union of India and others reported in 1997 (76) FLR, 393, wherein the Hon'ble High Court was pleased to hold as under—

In the facts and circumstances of the case, there remains no doubt that petitioner committed breach of Section 25-H of the Act which reads as under—

"25-H—Re-employment of retrenched workmen—

Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, given an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen who offer themselves for re-employment shall have preference over other persons."

Rule 77 of the Industrial Dispute (Central) Rules, 1957 (hereinafter referred to as the Rules) creates an obligation on the part of the employer to prepare a list of all workmen in a particular category from which retrenchment is contemplated. Rule 78 provides for re-employment of the retrenched workmen. The rule has a material bearing in the present case which is being reproduced below—

"78. Re-employment of retrenched workmen—

(1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefore, to the address given by him at the time of retrenchment or at any time thereafter."

From a perusal of Rule 78 it is clear that as it was a case of retrenchment, the petitioner was under a legal obligation to give notice to the respondents-workmen ten days before the vacancies are to be filled to offer themselves for re-employment. Rule 78 does not create any distinction between temporary employment or permanent employment. If there was a case of retrenchment in both the cases, the petitioner was under obligation to give opportunity to the concerned workmen to offer himself for re-employment, and he was also entitled for a preference over other. However, this was subject to the test if any, prescribed for such appointment. There is nothing on record to show that petitioner bank discharged this legal obligation created by

Section 25-H read with Rule 78 before making fresh recruitment on the post either on temporary or permanent basis. In the circumstances the breach of Section 25-H of the Act has been fully established and the workmen were entitled for the relief."

The vital question now for consideration is what relief could be granted to the concerned workmen in the facts and circumstances of the present case. As clear from the policy adopted for the recruitment on the post of clerks, which has been filed as Annexure-3 to the writ petition, and has been mentioned above, it is clear that the petitioner could employ clerks directly also in case the Banking Service Recruitment Board or Employment Exchange is not in a position to provide approved persons. Para 2 of the policy is very material which is being reproduced below—

"Para 2 : Further the requisition of candidates for temporary appointments in clerical cadre should be made from the respective Banking Service Recruitment Boards. If Banking Service Recruitment Board is not in a position to provide approved persons, the candidates should be requisitioned from the local Employment Exchange. If the Boards as well as the Employment Exchanges, wherever these exist, are not able to provide the candidates, the branches may be allowed to make their own arrangements strictly according to the norms."

There is no averment in the writ petition as to in what manner the posts on which the respondent-workmen had worked were filled. The policy adopted does not contain a complete prohibition that the recruitment to such post could be made through the Banking Service Recruitment Board and not otherwise. In the circumstances, after this long period of 15 years it will neither be proper nor just nor in the ends of justice to relegate the concerned workmen to any test conducted by the Banking Service Recruitment Board to judge their suitability for the post. In my opinion the facts of the present case are distinguishable from the facts of the case before the Hon'ble Supreme Court reported in Judgement Today 1996 (10) S.C. 329. In case before Hon'ble Supreme Court there were Rules providing procedure for recruitment against which appointment could not be made. Thus, the Tribunal was perfectly justified in giving relief of reinstatement to the respondents workmen and the award does not suffer from any error of law."

21. The Tribunal has carefully examined the law laid down by the Hon'ble High Court of Allahabad above and is of the opinion that the law is fully applicable on the facts and circumstances of the present case which are analogous to the facts and circumstances of the law cited. by the authorized representative for workman above.

22. The authorized representative for the workman has also drawn the attention of the Tribunal towards Order

and Judgment dated 28-1-2003 given in Civil Misc. Writ Petition no. 12796 and 12793 of 1987 in the case of management of State Bank of Bikaner & Jaipur Vs. M.K. Nigam and Others of Writ Petition no. 12796 of 1987 and V. Sushil Kumar and Other respondents of Writ Petition no. 12793 of 1987, and has argued that the law laid down by the Hon'ble High Court is fully applicable in the instant case as facts and circumstances of the present case are analogous to the facts and circumstances of the case as cited above.

23. Tribunal has considered the judgment of the Hon'ble Court of Allahabad and finds that the provision of Section 2 (ii)(bb) is not applicable in the cases of the concerned workman as admittedly their engagement/appointment was much before enactment of said provision which came to be inserted in the year 1984. Tribunal further finds that from records of the case it is absolutely clear that the present workman was also appointed by State Bank of Bikaner & Jaipur in the year 1982. There appears no reason to deviate from the findings recorded above in the light of the judgment of Hon'ble High Court, Allahabad (*supra*) which is applying with full swing to the facts and circumstances of the present case.

24. The authorized representative for the management has placed reliance on the following case laws :—

- I. M/s. Haryana State F.C.C.W. Store Ltd. and another V/s. Ram Niwas and another, reported in 2002 LAB, I.C. 2624 (S.C.).
- II. Sudhir R. Koli and others Vs. Maharashtra Pollution Control Board, Mumbai and another, reported in 2004 LAB, LC. 3153 (Bombay High Court).

and has argued that the case of the workman is fully covered under the provision of 2 (oo)(bb) of the I.D. Act, 1947 and if Bank has not renewed the term of employment of the workman the same cannot amount to be a retrenchment and the workman is not entitled for any relief.

23. The Tribunal has carefully considered the law propounded by the Hon'ble Supreme Court and Hon'ble Bombay High Court. With due respect the Tribunal is of the opinion that the law of the Hon'ble Courts (*supra*) is distinguishable on facts and law from the facts of the present case and therefore cannot be made applicable in the instant case, interalia, on the ground that the case of the present workman is not covered under the provisions of Section 2 (oo)(bb) of the I.D. Act as admittedly this provision under the Act came to be inserted w.e.f. 17-8-2004 whereas

termination of the services of the workman came to be effected much before 17-8-2004 i.e. w.e.f. 28-4-1982. As the law propounded by Hon'ble Courts is of no help to the management.

26. Authorised representative for the Bank has further placed reliance on the law laid down in the case of Range Forest Officer Vs. S.T. Hadimani, reported in A.I.R. 2002 Supreme Court 1147.

27. The Tribunal considered the law of the Hon'ble Supreme Court and is of the opinion that the same is not applicable in as much as it has been held by the Hon'ble Supreme Court that the onus lies upon the claimant to show the fact that he had worked for 240 days in year. In the instant case it is not the case of workman that she at any point of time had even worked for 240 days continuously, therefore the law relied upon by the learned authorized representative for the Bank is of no help to the Bank.

28. As admittedly no opportunity for re-employment was given by the bank to the workman while making fresh appointments, therefore the action of the bank is in breach of Section 25-H of the I.D. Act. It is also clear from the evidence of the workman that various juniors were retained by the bank still she was removed from the service of bank, therefore the action of the management is in breach of provisions of Section 25-G of I.D. Act, which can not be upheld under any circumstances by this Tribunal.

29. Accordingly for the reasons discussed above this Tribunal has come at a conclusion that the action of the management of State Bank of Bikaner & Jaipur in removing the workman, Smt. Sushma Srivastava, w.e.f. 28-4-1982 is neither legal nor justified. The resultant effect would be that workman is liable to be reinstated in the service of the bank at the post from which she was removed on 28-4-1982. As nothing has been argued from the side of the bank with regard to payment of bank wages nor there is any evidence on their behalf on the point that the workman was gainfully employed during the period she remained out of employment, it is held by the Tribunal that workman is also entitled for full arrears of back wages and continuity of service with all consequential benefits.

30. Accordingly it is ordered that the action of the bank in removing the services of workman from 28-4-1982 is neither legal nor justified. She is reinstated in service with full back wages, continuity of service and consequential benefits.

31. Reference is answered accordingly in favour of the workman and against the management.

SURESH CHANDRA, Presiding Officer

[सं. एल-12025/1/2007-आई आर (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 22nd January, 2007

S.O. 575.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 45/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of Baroda Eastern UP Gramin Bank and their workmen, received by the Central Government on 22-1-2007.

[No. L-12025/1/2007-IR (B-1)]
AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA PRESIDING
OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
SARVODAYA NAGAR, KANPUR, U.P.**

Industrial Dispute Case No. 45 of 2006

In the matter of dispute between :—

Sri Awadhesh Kumar Gupta
S/o Sri Ram Das Gupta
Messenger-cum-Peon
Baroda Eastern UP Gramin Bank
Barajpur Branch,
Kanpur Nagar

And

1. The Chairman
Baroda Estern UP Gramin Bank
Head Office
Rae Bareli, U.P.
2. Regional Manager
Baroda Eastern UP Gramin Bank
117/N/26 Kakadeo, Kanpur

AWARD

1. It may be pointed out that the present case has been accepted by the Tribunal under the orders of the Hon'ble High Court dated 13-1-06 passed in Civil Misc. Writ Petition No. 20667 of 2003, whereby the Hon'ble High Court was pleased to pass following orders:—

Accordingly to own case of the petitioner he is being paid wages on daily wage basis and he has not yet

been regularised. The remedy of the petitioner is to raise an industrial dispute before the Labour Court in accordance with the Industrial Disputes Act, 1947, where all such appropriate relief can be claimed by the petitioner as claimed in the writ petition.

In view of above observations of the Hon'ble High Court the present case was registered as Industrial Dispute Case No. 45 of 2006 and registered notices were issued to the opposite parties calling upon them to file their written statement.

2. Briefly stated facts giving rise to the present dispute are that the workman was appointed by the erstwhile Kanpur Kshetriya Gramin Bank, Kanpur, (now known as Baroda Eastern UP Gramin Bank Kanpur) at its Barajpur Branch in district Kanpur Nagar, as peon-cum-messenger on 19-9-90. The workman continued to work as such when w.e.f. 13-9-91 the services of the workman were removed by the Bank in utter disregard of the provisions of Industrial Dispute Act, 1947. It is further alleged by the workman that during the period he remained in the employment of the opposite party bank he was used to be paid his wages at the rate of Rs. 14 per day, despite the fact that the workman was performing the work of regular messenger-cum-peon at the branch where he was appointed. The workman raised an industrial dispute against illegal termination of his services before this tribunal and the tribunal after affording adequate opportunities of hearing to the contesting parties rendered its finding in favour of the workman directing reinstatement of the workman at the post of peon-cum-messenger that is from which post he was illegally removed from the services of the bank.

Before this tribunal in earlier I.D. Case No. 96 of 95 it was the specific case of the bank that the workman was appointed as part time employee according to the need of work and that he was paid on daily rate basis. The tribunal has not considered the plea of the bank raised before it that the workman was appointed as part time employee by the bank. The award of the tribunal is dated 30-5-97.

3. Opposite Party bank challenged the award of the tribunal before the Hon'ble High Court by way of filing writ petition No. 29430 of 97 which was ultimately dismissed by the Hon'ble Court for want of prosecution on behalf of the petitioner bank. It is further alleged by the workman that during the pendency of writ petition filed by the bank before the Hon'ble High court, the workman was reinstated in the services of the bank vide orders dated 18-10-97, passed by the Chairman of erstwhile Kanpur Kshetriya Gramin Bank, Kanpur, who was competent authority to make appointment of the workman, the bank also continued to make payment of his wages last drawn by him at the time of his retrenchment. The award of Industrial Tribunal whereby the workman has been held to be appointed as messenger-cum-peon and has been reinstated in the services of the opposite party bank as messenger-cum-peon has attained finality on account of dismissal of the writ petition filed by the opposite party bank before the Hon'ble High Court of Judicature at Allahabad, principle of

Estoppels would come into play and the opposite party bank in the facts and circumstances of the case cannot be permitted to raise issue that the workman was a part-time employee of the bank.

It has further been pleaded by the workman that the present industrial dispute is being raised under the direction of the Hon'ble High Court given on 13-1-06, in Civil Misc. Writ Petition No. 20667 of 2003, therefore, the present claim of the workman squarely falls within the ambit of item No.3 of Second Schedule of Industrial Disputes Act, which specifies the matters within the jurisdiction of the Labour Courts, therefore, this Court is fully competent to entertain the present industrial dispute under the direction/judgment dated 13-1-06 of the Hon'ble High Court. The workman is continuously working as peon-cum-messenger at bank's Barajpur Branch, Kanpur, w.e.f. 19-9-90, still the workman has been deprived of his legitimate claim of getting full pay and allowances of the post of messenger-cum-peon by the opposite party without there being any justifiable grounds. It has also been pleaded by the workman that he is also entitled to be regularized in the services of the opposite party as messenger-cum-peon having regard to the length of service of the workman. It is also pleaded by the workman that under the facts and circumstances of the case under law one and only one inference that can be drawn is that there exist regular and permanent post of messenger-cum-peon at the branch where the workman is working since 19-9-90. Workman has further pleaded that several juniors to the workman have been appointed by the opposite party bank as messenger-cum-peon on the pretext of the Award of National Industrial Tribunal and also fresh hands have been inducted by the bank at the post of messenger-cum-peon after illegal dispensation of the service of the workman without providing any opportunity to the workman. Workman has pleaded that there is no difference between Award given by Central Government Industrial Tribunal-cum-Labour Court, Kanpur, and the Award given by the National Industrial Tribunal as the awards of both the tribunals have the same meaning under the provisions of Industrial Disputes Act, 1947, and they cannot be discriminated in any manner whatsoever. It has also been pleaded that if persons could be appointed and regularized as messenger-cum-peon on the basis of Award of National Industrial Tribunal why the workman cannot be regularized in the services of the opposite party as messenger-cum-peon on the basis of award passed in his favour by this Tribunal and both the awards have same effect in the eye of law. The workman under no circumstances could be discriminated in the matter of regularization of his services having regard to his long uninterrupted services w.e.f. 19-9-1990 at the post of messenger-cum-peon and the workman could also not be discriminated in the matter of payment of regular wages as messenger-cum-peon w.e.f. 19-9-1990 on regular scale of pay. Worker further pleaded that under wrong notion bank is making payment of Rs. 14 per day

treating the workman as part-time employee of the bank which is against all canons of rules of natural justice and against service rules applicable to the employees of the opposite party bank. the action of the opposite party bank as indicated above is self sought without having any regard to the rules of the bank, therefore, is illegal. It has further been pleaded by the workman that the opposite party bank cannot be permitted to raise any objection on the point that there exist no vacancy in the bank and vacancy of permanent messenger-cum-peon could be deemed to have been created having regard to the long continuous service of the workman. For all intent and practical purposes the award of this Tribunal is required to be implemented in its correct perspective and no other meaning in the eye of law is possible contrary to the findings of the award whereby it clearly held that the workman was appointed as messenger-cum-peon by the opposite party bank.

4. The opposite party bank appointed various persons at the post of messenger-cum-peon on regular and permanent basis without providing the workman an opportunity of his reemployment and this is more clear from the seniority list prepared and circulated by the opposite party bank, which would be indicative of the fact that the persons mentioned at serial Nos. 1 to 108 were given appointment after illegal removal of the workman from the services of the bank. The seniority list further indicates that persons named at serial nos. 81 to 100 were given regular and permanent appointment on the basis of award given by the National Industrial Tribunal, therefore, under these circumstances, the workman who is presently working with the opposite party bank as messenger-cum-peon w.e.f. 19-9-1990 cannot be discriminated by the opposite party either in the matter of regularization of his services or with regard to payment of his wages and allowances as per pay scales.

5. It has also been pleaded by the workman that the then Chairman had issued a memorandum dated 26-12-2001 in the name of workman to the effect that the workman appears to remain absent from the bank and he was directed to join his duties at Barajpur Branch within a period of 7 days failing which the bank will take further action in the matter. It has been pleaded by the workman that this memorandum is clearly indicative of the fact that the workman was treated to be regular and permanent employee of the bank by the then Chairman of erstwhile Kanpur Rashtriya Gramin Bank, Kanpur, as such kind of memorandum is issued only to regular and permanent employee of the bank.

6. In the end it has been prayed by the workman that :—

1. The workman be declared regularised permanently in the services of the bank w.e.f. 19-9-1990.

2. The opposite party bank be directed to make payment of arrears of wages at scale rate including annual increments after making deductions of the amount which has been received by the workman as wages.
3. The opposite party bank be further directed to provide other benefits as were provided to the messengers appointed on regular and permanent basis by the opposite party bank.
4. Any other relief which this Hon'ble Court deems fit and proper under the facts and circumstances of the case may also be awarded to the workman.
7. Opposite party bank has contested the claim of the workman on variety of grounds, *inter alia*, alleging in their written statement that the workman has no *locus standi* or right to move any application under Sec. 33-A of I.D. Act, 1947. It has also been pleaded by the bank in para 2 of their reply that the present application has not been moved under Section 33-A of I.D. Act, as such it is not an industrial dispute, therefore, is liable to be dismissed. Appropriate Government has not referred any dispute in relation to the workman therefore, workman has no right to invoke the jurisdiction of this Tribunal and the present case is without jurisdiction baseless and misconceived hence is not maintainable. It has also been pleaded by the opposite party bank that a perusal of the application of the workman reveals that he has claimed regularization and regular pay and allowances which cannot be entertained unless matter is referred to by Central Government under Section 10(1) of Industrial Disputes Act, 1947, therefore, from this point of view the present claim of the workman is liable to be rejected.
8. So far as the preliminary issue raised by the opposite party bank regarding the maintainability of the present dispute before this tribunal is concerned, it may be pointed out that the Tribunal has entertained the present industrial dispute, as observed in the opening paragraph of the award, under the orders of the Hon'ble High Court dated 13-1-06 passed in Civil Misc. Writ Petition No. 20667 of 2003, Awadhesh Kumar Gupta Versus Kanpur Kshetriya Gramin Bank, Kanpur. In view of above, the Tribunal does not find any substance in the pleadings raised by the opposite party bank therefore the same are liable to be rejected and is rejected. It is pertinent to mention here that if the opposite party bank is aggrieved by the notice of the Tribunal, it was open to them to have challenged the proceedings of the present case before some superior Court and it is not at all open to challenge the issue before this Tribunal.
9. On merit it has been pleaded by the opposite party bank that the remedy is open to the workman to raise an dispute before ALC(C) in accordance with the Industrial Disputes Act, 1947, who may refer the dispute under

Section 10 of the Act for adjudication. Therefore, the workman has no *locus standi* or right to file an application before the tribunal. It has been pleaded that the applicant was not appointed on any post but he was simply engaged as part-time labour on fixed labour charge basis. It has been also pleaded by the bank that the application is neither in accordance with law nor the same is according to procedure, therefore, the same is liable to be rejected being misconceived and misleading. There are specific rules and guidelines for selection of any person and for appointment on any post. The workman has never been subjected to selection process and he had never been appointed to any post, he has no right or lien on any post whatsoever therefore the applicant has no right for regularization in the services of the bank.

10. It has further been pleaded by the opposite party bank that the award of the National Industrial Tribunal was not enforced rather some of the recommendations were enforced by passing an order under the Regional Rural banks Act.

10A. In the end it has been pleaded by the opposite party bank that there exist no vacancy of messenger-cum-peon in the bank, therefore, the workman is not entitled for any relief as claimed by him by means of present dispute.

11. After exchange of pleadings between the parties whereas workman Sri Awadhesh Kumar Gupta, has examined himself as W.W. 1, opposite party bank examined its witness Sri M. L. Upadhyay a Manager HRA, as M.W. 1. Apart from adducing oral evidence the workman has filed documentary evidence and has proved the same by his oral testimony.

12. The workman in his evidence on oath before the Tribunal has stated he was appointed at branch of the bank at Kanpur at the post of messenger-cum-peon on 19-9-90. He was removed from the services of the bank on 13-9-91 against which he filed proceedings before labour authorities upon which Appropriate Government made a reference to this Tribunal. The Tribunal recorded a finding in the award in his favour by reinstating him in the services of the bank. Workman filed a Writ Petition No. 20267 of 2003 in which Hon'ble High Court passed orders and on the basis of that order he filed the present dispute. After award of the Tribunal bank reinstated him but on Rs. 14 per day as wages despite the fact that he was utilised to work for full working hours in the branch. Workman has further stated in his evidence that according to rules full pay and allowance may be directed to be given to him by the opposite party bank.

13. In his cross-examination, the witness has admitted the fact that after the award of this Tribunal, the Chairman of the bank had appointed the workman w.e.f. 28-10-97 by order in writing, photocopy of which is already on record. Before dismissal of the Writ Petition filed by the bank challenging the award of the Tribunal, he was

appointed by the bank. Witness has admitted the fact that he was not required to mark his attendance in the register nor any application was invited from him and he is being paid his wages through vouchers.

14. Management Witness No. 1 in his examination in chief before the tribunal has stated on oath that the workman was reinstated in the services of the bank and at present is working at bank's Barrajpur Branch. Witness has admitted the fact that the writ petition filed by the bank challenging the award of the tribunal was dismissed by the Hon'ble High Court. Witness goes on to state that in the year 1990 workman was appointed and workman worked upto 1991. Workman in the year 1997 was again reinstated in the service of the bank under the award of the tribunal. There are circulars in the bank for appointment prescribing procedure for selection. Witness has also admitted that no such circular has been filed on the record of the case. Workman has not been appointed by the then Chairman of the bank nor he was ever issued any appointment letter in his favour. At present there is no vacant post in the branch and still the workman is working as daily wager. Witness has confirmed the fact that after award the workman was appointed in the service of the bank but he has not been issued any appointment letter.

15. In his cross examination the witness has clearly admitted that he never remained posted at Bank's Barrajpur Branch. Witness has also admitted that no rules exists in the bank for appointing part time messenger cum peon. Witness has also admitted the fact that after reinstatement of the workman in the services of the bank neither he nor any other officer of the bank marked attendance of the workman. Under the orders of the Chairman of the bank workman is being paid his wages at Rs. 14 per day and has also admitted the fact that bank had issued seniority list in respect of messengers on 31-3-02.

16. Workman alongwith his statement of claim has filed copy of order dated 13-1-03 passed by the Hon'ble High Court in civil misc. writ petition No. 20667 of 2003, copy of award of this tribunal recorded on 30-5-97, in Industrial Dispute Case No. 96 of 1995, Chairman's order dated 18-10-97 issued in respect of interim orders dated 9-9-97 passed by the Hon'ble High Court in CMWP No. 29430 of 1997 and lastly seniority list dated 31-3-02 prepared and circulated by the opposite party bank in respect of messenger cum peon of the bank.

17. Tribunal heard the arguments of the contesting parties at length and have also perused the records of the case carefully.

18. It has been contended by the authorised representative for the workman that the workman cannot be denied of his legitimate right of receiving his wages at scale rate and of becoming regularised in the services of the bank at the post of messenger cum peon having regard to his long continuous service in the bank since 1990. It

has also been contended by the representative for the workman that as the workman was reinstated by the then Chairman of the bank vide its order dated 19-10-98, who was competent authority and empowered to make appointment, therefore, workman's appointment cannot be termed to be not made by a competent authority. It has also been contended by the auth. representative for the workman that taking into consideration long continued services of the workman one and only one inference that can be drawn that there exist regular and permanent vacancy of peon in the bank for otherwise the workman could not have been continued in the services of the bank at the post of messenger cum peon. It has also been argued by the authorised representative for the workman that if persons mentioned at serial No. 81 to 100 mentioned in the seniority list circulated by the opposite party bank on 31-3-02 can made permanent and regularized in the services of the bank under the terms of Award given by the National Industrial Tribunal, without following due selection process the workman cannot be discriminated in the matter of regular appointment and for his regularization at the post of messenger-cum-peon and the workman could also not be discriminated in the matter of scale wages prescribed for the post.

19. On the contrary it has been argued by the authorised representative for the bank that the workman was never appointed against any vacant post in the bank, nor any appointment letter was ever issued in his favour after observing selection process, nor he was ever required to perform the regular and permanent post of messenger in the bank and that there exist no post therefore the workman cannot be absorbed in the services of the bank merely on the basis of award of this tribunal.

20. On the basis of rival contention of the parties raised in the present dispute first of all it will be examined what status the workman was reinstated in the services of the bank by the then Chairman of the bank.

21. There is no denying the fact that the workman was reinstated in the services of the opposite party bank under the orders of the then chairman w.e.f. 18-10-97 passed in terms of the Award of this Tribunal dated 30-5-97. The matter which was referred to this tribunal for adjudication was whether the action of the management of Kanpur Kshetriya Gramin Bank, Kanpur, in terminating the services of the workman Sri Awadhesh Kumar Gupta peon cum messenger w.e.f. 14-9-91 is legal and justified. If not what relief workman is entitled to ? The tribunal after affording opportunities to both the contesting parties have recorded its specific findings that the removal of service of the concerned workman was in breach of Section 25F of I.D. Act and bad in law and workman will be entitled for his reinstatement. It is settled law that on reinstatement passed by a competent court of law it will be legally presumed that the concerned employee is entitled to be reinstated in the same capacity and same post from which he was removed.

From the schedule of reference order of I.D. Case No. 96 of 95 it is quite clear that the workman was removed by the bank from the post of peon cum messenger, therefore, if the tribunal has ordered his reinstatement, workman for all intent and practical purpose would be deemed to have been reinstated in the services of the bank at the post of messenger cum peon. Authorised representative for the bank has repeatedly argued that the workman was appointed as part time messenger, but the tribunal has no hesitation in holding that giving consideration on the plea raised by the bank would amount to go behind the award which is not possible for this tribunal, especially when the award has attained finality. It has categorically been admitted by the management witness in his evidence that there is no rules in the bank which may authorise the bank to appoint part time messenger. If it is the position, workman cannot be termed to be part time messenger by any stretch of imagination. Workman in his evidence has clearly stated that he is discharging the work of messenger cum peon through out working hours still he is not being paid wages on scale rate. Representative for the bank has not cared to even suggest the workman during course of his cross-examination that he is not working for full day and that he is not performing the regular work of messenger cum peon in the branch. Management witness in his evidence has clearly admitted the fact that the workman was reinstated by the Chairman of the Bank. From the above evidence of the parties, the evidence of the workman appears to be more sound than the evidence of the opposite party bank. Under these circumstances, Tribunal feels no hesitation in holding that the workman was reinstated at the post of messenger cum peon by the then Chairman of the Bank *vide* its order dated 18-10-97 and as has not been denied by the bank that the then Chairman of the bank was not competent to appoint the workman, it is further held that the appointment of the workman at the post of messenger cum peon in terms of award of this tribunal was perfectly legal one and their remains any need for subjecting the workman for regular selection procedure as pleaded by the bank.

22. The plea raised on behalf of the bank that the workman was appointed as part time messenger is rejected by this tribunal being devoid of merit and also taking into consideration the evidence of the bank that no rule exists in the bank which may authorise the authorities of the bank to appoint any person as part time messenger cum peon.

23. Now it will be examined as to whether the action of the bank in taking work of messenger cum peon for full working hours from the workman and making payment of Rs. 14 per day is legal and justified. It may be recalled that the Hon'ble High Court in its order dated 13-1-2003 has observed that the workman may raise his grievance in accordance with minimum Wages Act, 1948. It is common knowledge that provisions of Minimum Wages Act, 1948,

is not applicable in the banking industries. It has been argued by the authorised representative for the workman that if the workman is not being paid his full wages at scale rate despite taking work from him for full working hours that would amount to Begar as enshrined under Article 23 of the Constitution of India. Witness for the management as well as workman both have admitted the fact that the workman is being paid at Rs. 14. per day as his wages. At this stage it may be pointed out that the action of the management in making payment of wages at Rs. 14 per day cannot be held justified and legal after the dismissal of the Writ Petition filed by the bank the Hon'ble High Court. If the workman was reinstated under the orders of the Tribunal as well as under interim orders dated 9-9-97 of the Hon'ble High Court passed in writ petition No. 29430 of 1997, it cannot be believed that the same has become the service condition of the workman for all times to come in future. Once again the practice adopted by the bank in making payment to the workman in the facts and circumstances of the case is highly deprecated and it is not expected from the bank that in these hard days they adopt such device which may cause prejudice to the interest of the workman. Such practice certainly amounts to Begar as defined under Article 23 of the constitution of India and attracts penal action against the concerned officers of the opposite parties who have deliberately indulged themselves in taking Begar from the workman.

24. The authorised representative for the bank could not be able to satisfy the tribunal on the above point therefore it is held that the workman is entitled for his wages at scale rate from the date of his initial appointment in the bank i.e. w.e.f. 19-9-90, together with annual graded increments after granting the workman the benefits of revision of the scale of pay. The opposite Party bank will be at liberty to adjust the amount already paid to the workman while calculating arrears of pay as directed above.

25. The claim of the workman for regularization in the services of the bank is left at the vagaries of the authorities of the bank who will decide the same as to how the workman should be dealt with in accordance with law having regard to the fact that as per their own document i.e. seniority list dated 31-3-02 it is quit obvious that the bank had made several appointments at the post of messenger cum peon after illegal removal of the workman from the service of the bank, under the Award of the National Industrial Tribunal.

26. Lastly, the authorised representative for the bank after placing reliance on the law laid down by the Hon'ble Supreme Court in the case of Secretary State of Karnataka and others versus Uma Devi and others in Civil Appeal No. 3595-3612 of 1999 with Civil Appeal No. 1861-2063/2001, 3849/2001, 3520-3524/2002 and Civil Appeal No. 1068 of 2006 arising out of SLP(C) 9103-9105 of 2001 decided on 10-4-06 has argued that in view of law laid down by the Hon'ble Supreme Court of India, the workman cannot be

granted any relief as claimed by him in the present reference order. On the contrary it has been argued by the authorised representative for the workman that the workman's case is quite distinguishable on facts and law both and the law laid down by the Hon'ble Supreme Court of India is not applicable to the facts and circumstances of the present case as by no stretch of imagination workman can be said to have been seeking employment through back door entry. The Tribunal has carefully examined the law laid down by the Hon'ble Supreme Court of India in the case cited above and with due respect to the law laid down above it may be pointed out that the Tribunal is unable to appreciate the arguments advanced by the representative for the bank. Tribunal finds much substance in the arguments advanced by the representative for the workman that when the workman has been appointed by the Chairman of the Bank in terms of Award of this Tribunal the workman cannot be said to have been seeking back door employment in the service of the bank especially when it has not been denied by the bank that the then Chairman of erstwhile Kanpur Kshetriya Gramin Bank, Kanpur, was not competent to make appointments. Moreover the plea of back door entry appears to be unfounded and misconceived as pleaded by the bank having regard to the long continuous services of the workman w.e.f. 19-9-90 which facts has also been admitted by the witness of the management. In view of above, arguments of the authorised representative for the bank is rejected being devoid of merit.

27. Reference is therefore, answered in favour of the workman and against the opposite party bank.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 23 जनवरी, 2007

का.आ. 576.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थन कोल्ड फील्ड्स लिमिटेड के प्रबंधतत्र के संबद्ध नियाजकों और उनके कर्मकारों के लिए, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट संदर्भ संख्या 01/1988) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-1-2007 को प्राप्त हुआ था।

[सं. एल-24012/72/1987-ओ-IV (ए)]

अजय कुमार गौड़, डंस्क अधिकारी

New Delhi, the 23rd January, 2007

S.O. 576.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 01/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the annexure, in the Industrial Dispute between the employers in relation to the management of Northern Coal Fields Ltd. and their workman, which was received by the Central Government on 23-1-2007.

[No. L-24012/72/1987-O-IV(A)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR U.P.

Industrial Dispute No. I of 1988

In the matter of dispute between :—

Kanhaiya Prasad,
S/o Sri Awadh Nath Pandey,
Vill. Lodhi Post-Robertsganj,
District Mirzapur,
Now Distt. Sonbhadra.

And

The General Manager,
Bina Project Northern Coal Fields Ltd.,
P.O. Bina Project,
District Mirzapur,
Now Distt. Sonbhadra

AWARD

1. At the outset it may be pointed out that after receipt of certified copy of order dated 6-4-04 passed by the Hon'ble High Court of Allahabad, passed in Civil. Misc. writ petition No.177 of 1990, which was filed by the workman by means of its application wherein it has been prayed by the workman that the instant case be decided afresh after giving an opportunity of hearing to the contesting parties as directed by the Hon'ble High Court, Allahabad. The original records of I.D. Case No.1 of 88 had been weeded out under the orders of the Tribunal passed on 17-8-2000. Therefore, the contesting parties were directed to file relevant documents lying in their possession so as to enable the Tribunal to reconstruct the case file. Accordingly after the relevant documents were filed by the contesting parties, both parties were afforded due opportunity of hearing by the Tribunal.

2. Central Government, Ministry of Labour, New Delhi, *vide* order No. L-24012/72/87-O-IV(a) dated 16/31-12-87 has referred the following dispute for adjudication to this Tribunal.

"Whether the action of the management of the Northern Coal Fields Ltd. in relation to their Bina Project Mirzapur, in terminating the services of Sri Kanhaiya Prasad, Craftsman Trainee category-II w.e.f. 5-6-86 is fair just and legal? If not, to what relief the workman concerned is entitled?"

3. The then Presiding Officer, of the Tribunal after affording due opportunities of hearing to the contesting parties recorded an award in favour of the workman categorically holding that the workman is entitled to reinstated in the services of the management as the action of the management in removing the services of the workman

w.e.f. 5-6-86 was neither fair, nor just and nor legal. Workman was also awarded arrears of full wages.

4. The opposite party management being not satisfied with the award of the Tribunal passed on 31-7-89, assailed the same before the Hon'ble High Court of Judicature at Allahabad, by filing CMWP No. 177 of 1990. The said petition of the management was ultimately allowed in part by the Hon'ble High Court of Allahabad, *vide* its judgement and order dated 6-4-04 and the matter was remanded back to this Tribunal after making observations as under :—

“In such circumstances, it would be appropriate that the Labour Court should go into the question as to whether, in the facts of the case, the workman could be retained in services of the employer petitioner after completing his period of training after completing his period of training and whether for such retention, the requirement of National Apprenticeship Certificate was mandatory and condition precedent. The matter as such is remanded to the Labour Court to decide the issue as to what relief the workman is entitled to in the facts of the case.”

5. It would not be out of place to mention here that the Hon'ble High Court at page 5 of its order dated 6-4-04 was further pleased to observe as under :—

“It is therefore, established that the workman had successfully completed two years training period. The employer had illegally terminated the services of the workman *vide* order dated 25-6-86, modified by order dated 15-2-88 treating the workman to be a trainee, as such cannot be substantiated. The order provides on misconception of facts that the workman had carried out as trainee and ceased to be a trainee. The Labour Court has rightly decided the issue in favour of the workman and against the employers. Finding recorded in that regard by the Labour Court is affirmed.”

6. Thus from the above the Tribunal is required to restrict its findings only on the issue as to whether the workman could be retained in the services of the employer and as to whether workman had qualified the Test of National Apprenticeship Examination and was in possession of National Apprenticeship Certificate for his retention in the services of the employer and as to whether persons appointed alongwith him as Craftsman Trainee and confirmed by the employer in their services actually were having such certificate as is required from the workman in the present case by the employer.

7. Before the evidence of the parties on the above points could be completed workman filed original of National Apprenticeship Certificate purported to have been

issued in his favour by the principal, Industrial Training Institute, Naini, Allahabad, on 16-8-95. Workman has also filed original of marksheet of the National Apprenticeship Training Examination dated 10-3-83. The workman has also filed copy of office order dated 22-7-85, issued by the management and submitted that persons figured at serial No. 1 to 7 were appointed as Trainee Craftsman alongwith the workman by the opposite parties who were actually not were in possession of National Apprenticeship Certificate and subsequently were absorbed in the permanent employment of the company after completion of their training.

8. The employer opposite parties were directed by the Tribunal to produce the original National Apprenticeship Certificates of the persons mentioned in the office order dated 22-7-85. The opposite parties submitted before the Tribunal on 21-11-06 that they will file the originals of National Apprenticeship Certificate of the persons mentioned in the office order dated 22-7-85 barring the certificate of the workman and sought adjournment, which was allowed. On 6-10-06 workman adduced his evidence and was also cross examined by the opposite parties.

9. After availing of repeated opportunities for evidence the management instead of filing originals of National Apprenticeship Certificate of persons mentioned in the office orders, filed only four certificates in respect of S/Sri Sameer Rajan, Sushil Kumar, Rao T. Palguna and Sri Sahu Ishwarlal, in the shape of photocopies which were compared by the authorised representative for the workman, therefore, these photocopies were exhibited as Ext. M-1 to Ext. M-4.

10. The workman in his evidence on oath before the tribunal has stated that he completed I.T.I. in 1978 in fitter trade after that he also completed Apprenticeship Training with U.P State Cement Corporation, Churk for which he had been issued a certificate original of which is filed today. He goes on to state that on the basis of said training he was appointed under the Opp. parties as Trainee Craftsman. He also stated that he had qualified the examination of National Apprenticeship Certificate in September, 1982. He admitted the fact that at the time of his appointment he was not in possession of National Apprenticeship Certificate and only marksheets were in his possession. In his cross-examination that he has admitted the fact that at the time of his appointment he was not in possession of certificate but was in possession of the marksheets of National Apprenticeship Training which was got deposited by him with the employer when he was appointed by the employer as Craftsman. He was not given any receipt of the same. Employer has never inquired from him any information in this regard. Workman has denied the suggestion of the management that the persons retained in the services of the employer after the termination of his services that they were in possession of National Apprenticeship Certificate which was essential as per terms of appointment, still they

have been retained in the permanent employment of the employer and were also granted promotions.

11. On the contrary management witness in his examination in chief has stated on oath that the workman was removed from the services of the employer as he was not in possession of National Apprenticeship Certificate. At this stage it may be pointed out that the services of the workman was not removed on this ground as it clear from the body of the Award of this tribunal, rather he was removed on the basis of chargesheet and unsatisfactory service which has been held to be illegal by the tribunal in its award. Rather it was the plea of the employer before the tribunal that he was not in possession of N.A.C. which was a condition precedent for retention in the service of the employer, which plea of course was not considered by the tribunal in its award, therefore, the present case was remanded back to this tribunal for deciding afresh as per observations of the Hon'ble High Court, of Allahabad. Workman was not given status of employee of the management, witness has stated that the persons in respect of whom certificate of National Apprenticeship was filed by him were having NAC at the time of their appointment. In his cross examination the witness has expressed his ignorance about the fact that he is not in the know of the fact as to whether the workman was possessing NAC at the time of his appointment or he has ever deposited the Marksheets of National Apprenticeship Training Examination. Witness has admitted the fact that the certificates filed by him bears no date of issue whereas he has also admitted the fact that the certificate filed by the workman bears date of issue as 16-8-95.

12. Tribunal heard the arguments of the parties at length and have also perused the record of the case carefully. After careful appreciation of the evidence of the parties tribunal finds much substance of the arguments advanced by the representative for the workman that actually the persons named in the office order dated 22-7-85 were not having the NAC at the time when after completion of craftsman trainee their services were retained by the employer of the management. It has been established from the documentary as well as oral evidence of the management when the witness of the management admitted the fact that the documents filed by them bears no date of issue, therefore, it cannot be believed that the persons mentioned in office order dated 22-7-85 were actually in possession of National Apprenticeship Certificate and who admittedly been regularised in the service of the employer.

13. There is yet another aspect of the matter to the effect that how the workman could be able to produce National Apprenticeship Certificate before the management especially when the same was issued on 16-8-95 by the Principal, I.T.I., Naini, Allahabad. It has not been denied by the employer either in his pleadings or in his evidence that the workman has not qualified the National Apprenticeship

Examination in the year 1982 and that a copy of marksheets of this examination were not deposited by the workman at the time of his appointment. If it is so, workman for all intent and practical purposes be deemed to have National Apprenticeship Certificate at the time of his appointment in his possession and his services could not have been removed on this score by the employer/management. It has also been established from the evidence of the parties that the management of NCL have retained the services of such persons after their completion of Training who were not having National Apprenticeship Certificate. Therefore, the action of the management on this score is held to be highly discriminatory in the eye of law.

14. For the reasons discussed above, it is held that the workman is entitled to be reinstated in the service of the employer as the workman was fulfilling the requisite certificate when he was removed from the services of the employer i.e. National Apprenticeship Certificate on the date of his removal i.e. 5-6-86. Workman is also held entitled for his entire back wages together with seniority and all consequential benefits. Since removal of the workman has already been held to be illegal by this tribunal and upheld by the Hon'ble High Court, Allahabad, management is directed to reinstate the workman in their service henceforth.

15. Reference is answered accordingly in favour of the workman and against the employer of Northern Coal Fields Limited.

SURESH CHANDRA, Presiding Officer
नई दिल्ली, 23 जनवरी, 2007

का.आ. 577.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 140/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-01-2007 को प्राप्त हुआ था।

[सं. एल-22012/111/1997-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd January, 2007

S.O. 577.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 140/1998) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure, in Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 23-1-2007.

[No. L-22012/111/1997-IR (C-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR**

I.D. No. 140 of 1998

In the matter of dispute between:—

State Sachiv,
FCI Karmachari Sangh,
5/6, Habibullah Estate,
Hazratganj, Lucknow, U.P.

And

Senior Regional Manager,
FCI Karmachari Sangh,
5/6, Habibullah Estate,
Hazratganj, Lucknow, U.P.

AWARD

1. Central Government Ministry of Labour, New Delhi vide Notification No. L-22012/111/97-IR (C-II) dated 17-07-1998 has referred the present dispute for adjudication as under—

“Whether the action of management of Food Corporation of India, Lucknow to impose penalty of reduction of three stages in the time scale of pay for a period of three years upon Sri Harihar Prasad, T.A. and also denying him to add increment after completion of 8 years’ service and grant of S.P.L. grade after completion of 12 years in one scale is legal and justified? If not, to what relief he is entitled?”

2. It is common ground that the concerned workman was issued charge sheet dated 29-12-1990 by the opposite party leveling therein certain charges of misconduct and misbehaviour while he was working as Technical Assistant with the opposite party. Shri P. N. Srivastava was appointed as Enquiry Officer who conducted a detailed enquiry into the charges levelled against the workman. The Enquiry Officer after completion of departmental enquiry submitted his enquiry report dated 24-2-1993. It may be pointed out that the Enquiry Officer in his report dated 24-2-1993 has clearly held that from the enquiry report it is evidently proved that the case of prosecution is very weak and not supported by evidence.

3. The disciplinary authority ultimately disagreeing with the findings of the Enquiry Officer passed final punishment order dated 01-04-1995 imposing upon the workman penalty of reduction by three stages in the time scale of pay for a period of three years with immediate effect that the reduction will have effect in postponing his future increments. It has also been ordered by the disciplinary authority that the suspension period of Shri Harihar Prasad, T. A. I (workman) is regularized as period spent on duty but he will not be given anything extra that what has already been paid to him during the period of

suspension. Against the order of punishment the workman preferred an appeal which too could not find favour at the hands of the Appellate Authority as the same was rejected by them *vide* Order dated 21/27-08-1998.

4. Aggrieved by the aforesaid action of the management, the union raised an industrial dispute on behalf of the workman challenging the punishment awarded to the workman. The said dispute was referred to this Tribunal for adjudication by the appropriate government. After receipt of reference order the contesting parties filed their pleadings in support of their respective claims.

5. It is pertinent to point out that during the course of proceeding of present dispute, the Tribunal on 11-12-2001 had passed Orders which goes as under—

11-12-2001 At Camp Lucknow
Called out

PRESENT

Sri T. B. Singh for the workman and
Sri S. K. Nigam for the management.

“The authorized representatives for both the parties have stated that the documents filed by the parties in this case may be exhibited as there is no dispute about the genuineness of these documents and both of them state that no oral evidence is to be adduced by the parties in this case.”

The case is based on domestic enquiry. The workman has not challenged the validity of the domestic enquiry, the management also does not point any defect in the domestic enquiry. In these circumstances there is no question of framing preliminary issue whether domestic enquiry is fair or not. In these circumstances, I agree with them and do not frame any preliminary issue on the domestic enquiry as requested by the parties representatives.

The authorized representative for the workman states that disciplinary proceedings vitiates after the enquiry is over when the disciplinary authority and disagreed with the findings of the enquiry officer and has not given any opportunity to the delinquent official about the points of disagreement with the enquiry report. Sri Nigam authorized representative for the management states that rules relating to disciplinary proceedings which apply to the employees of FCI do not make such provisions, hence the disciplinary authority has not given opportunity of hearing on the points of disagreement with the findings of enquiry officer to the delinquent employee and has passed the order of punishment straight away disagreeing with the findings of the enquiry officer. Both the representatives for the parties state that case may be decided after giving opportunity of hearing to both the parties on aforesaid point whether reasons given by the disciplinary authority for disagreement with the findings of the enquiry officer in the order of punishment are based on materials on record or

not. I therefore fix 15-01-2002 for hearing arguments of the parties on the aforesaid point at Camp Court at Lucknow on merits of the case."

6. A bare perusal of the Order dated 11-12-2001 passed by the Tribunal is indicative of the fact that there remains no need to detain the facts of the case of the respective parties as workman has not challenged the validity of enquiry findings. This the simple case of workman as is appearing from the the above Order is that the disagreement of the disciplinary authority with the findings of the enquiry officer is based on the materials on record or not. From this point of view arguments of the contesting parties were heard in detail by the Tribunal and records of the case have been examined carefully.

7. On careful examination of enquiry report it is quite obvious that while analysing the evidence of the parties, the enquiry officer has observed that Ex. P/1, the letter dated 12-06-1989 from Sri D. P. Lathey, T. A. I, alleging certain allegation against C. O. which was proved by PW-1 in his examination in chief. But in cross examination he has stated that he did not know whether the allegation contained in Ex. P/1 have been investigated or not.

8. Enquiry Officer has further observed that Ex. P/2 is statement dated 29-04-1989 before Sri Charanjeet Singh, Deputy Manager (Q. C.) in which C. O. has made allegation in reply to question made by the depot staff otherwise he would be implicated. PW-1 could not say whether any investigation was done or not. No investigation report was produced in the enquiry. Even the report of Shri Charanjeet Singh was not produced. It has also been observed that since the question raised by C. O. in reply to question 8,9 and 12 of Ex. P/2 were basic in nature. Similar allegations were made by the C. O. in his letter dated 19-03-1989 (Ex. P/7), which were also not investigated. As such the allegation of the C. O. cannot be brushed aside, when no investigation was done. Ex. P/7 was produced by the prosecution itself as such there is no question of disbelieving it. C. O. has again stressed before Sri Charanjeet Singh on 30-04-1989 (Ex. P/5).

9. On the basis of above analysis of evidence, the Enquiry Officer in his report dated 24-02-1993 held that it is clear that either no investigation on the allegation was done or the report was in favour of C. O. as certificate of Shri Charanjeet Singh, Dy. Manager (Q.C.) in which he has stated that C. O. attended FSD Bazpur on 30-04-1989 in connection with the analysis of rice samples drawn out of stock. No. A/7 and Ex. P/6 C. O. has specifically stated that samples were not drawn in his presence as such unable to participate in joint analysis. It was not controverted by prosecution also. So this part of evidence attacks the whole case of prosecution because sampling plays an important role.

Enquiry Officer has further observed that Ex. P/10 is Analysis Register FSD, Bazpur which was not admitted as it was not a listed document in the charge sheet. It was strongly objected by defence and the rule say that the document which is not mentioned in the charge sheet cannot be accepted in the enquiry as such it was not accepted. In the end it has categorically been observed by the enquiry officer in his report dated 24-02-1993 that it is evidently proved that case of the prosecution is very weak and not supported by evidence.

10. Sri H. L. Prasad, Sr. Regional Manager *vide* his Order dated 01-04-1995 has imposed penalty upon the workman which is the subject matter of the present dispute, after receipt of enquiry findings dated 24-02-1993 submitted by the Enquiry Officer.

11. A bare perusal of the final order dated 01-04-1995 it is quite obvious that the report of the enquiry was sent to the delinquent official with a view to provide one more opportunity to him to make a representation on the findings of the enquiry officer which was admittedly acknowledged by the delinquent official on 23-12-1993.

12. Tribunal at this juncture is totally unable to understand as to why the delinquent official was provided with an opportunity to make out his case in his defence by making submissions on the report of enquiry officer especially when the enquiry officer has held that the prosecution has palpably failed to bring home the charges of misconduct leveled against the workman *vide* charge sheet dated 29-12-1990. It also appears that the competent authority is not fully aware with regard to the disciplinary actions/rules to be applied in its correct perspective against delinquent official.

13. It is settled principle of law under disciplinary rules that the disciplinary authority can himself conduct enquiry against delinquent official or he can nominate enquiry officer to conduct enquiry into the charges. In case disciplinary authority chooses to hold departmental enquiry himself it is not necessary for him to provide a copy of his findings to the delinquent official. After concluding the enquiry he is simply required to provide an opportunity of hearing to the charged officer on the point of quantum of punishment and after providing such opportunity, the disciplinary authority is fully empowered to pass such orders as he deems fit and proper having regard to the gravity of misconduct in accordance with law.

14. On the contrary if it has been decided by the disciplinary authority that the enquiry should be conducted by the Enquiry Officer under rules he is obliged to nominate Enquiry Officer as well as Presenting Officer under intimation to the charged officer. In case charges are proved by the Enquiry Officer in his enquiry findings, it is obligatory on the part of the disciplinary authority to

forward a copy of enquiry report to the charged officer calling upon him to make his submissions against the enquiry findings by providing him adequate opportunity. After receiving the reply from the charged officer to the Show Cause Notice, disciplinary authority is under obligation to reply its mind whether or not there is substance in the reply of the workman. If the disciplinary authority comes to the conclusion that the submissions made by the charged officer to the Show Cause Notice is devoid of merit he can straight way pass the final orders on the quantum of punishment after providing opportunity to the charged officer.

15. But in cases where charges were not found to have been proved by the Enquiry Officer in his findings and the disciplinary authority chooses to disagree with the findings of the Enquiry Officer on the allegation of the misconduct, the disciplinary authority is required to pass a reasoned order of his disagreement and not only it but under rules he is also required to give a copy of order to the charged officer for his effective defence inviting his submissions. The above is what is required under disciplinary rules to avoid breach of natural justice.

16. After careful consideration of the final order dated 01-04-1995 passed by the disciplinary authority, Tribunal feels no hesitation in holding that the disciplinary authority has palpably flouted the rules of natural justice while passing punishment order against the charged officer without adhering the settled provisions of disciplinary rules. As observed earlier, when the disciplinary authority in the instant case decided to disagree with the findings of the Enquiry Officer dated 24-02-1993 by means of which he has held that the charges against the charged officer stands not proved, the disciplinary authority was highly obliged to have recorded its own findings on each of the charges after appreciating the materials and evidence available before the Enquiry Officer. But strange enough to point out that there is no such document on record which may indicate that the disciplinary authority before passing final orders showing his disagreement to the enquiry findings have ever done any exercise to record its own findings on each of the charges. There is also nothing on record which may indicate that the disciplinary authority have ever supplied a copy of his findings showing his disagreement along with Show Cause Notice enabling the charged officer to reply the same. Rather from the perusal of Order dated 01-04-1995 it is quite obvious that the disciplinary authority had inflicted punishment upon the charged officer without providing any opportunity of hearing to the charged officer which cannot be appreciated at all being in breach of principles of natural justice and rules governing the service conditions of the workman.

17. Tribunal has also given its anxious considerations of the findings of Enquiry Officer and

opinion expressed by the disciplinary authority in its final order dated 01-04-1995 and the Tribunal finds that the findings of the Enquiry Officer are more rational, natural and after proper appraisal of evidence available before him in the enquiry, whereas opinion expressed by the disciplinary authority in its final order dated 01-04-1995 whereby he has expressed his disagreement against the enquiry findings appears to be without proper application of mind and shows that the mind of the disciplinary authority was clouded with bias against the charged officers and it also appears that he was inclined to punish the charged officer by hook or crook, may be in violation of natural justice or rules governing to the service conditions of the workman, for otherwise it at all the disciplinary authority had acted fairly he must have recorded separate findings on each of the charges and must have also provided workman an opportunity in his defence. From this point of view Tribunal is of the firm view that the disciplinary authority had deliberately did not follow the prescribed rules of enquiry in the case of workman and had acted absolutely against the principles of natural justice in awarding punishment to the charged officer which under no circumstances can be upheld by this Tribunal.

18. Moreover in disciplinary action enquiry findings are supposed to be fact finding and are not required to be interfered by the disciplinary authority unless rules of natural justice have been denied by the Enquiry Officer to both the parties or findings are found to be perverse and not based on appraisal of proper evidence. Disciplinary authority has not whispered anything of this kind in his final order dated 01-04-1995. In the absence of the same final order cannot be sustained which is liable to be set aside on the grounds mentioned above. In the end for the reasons discussed above it is held that the action of the management as referred in the schedule of reference order is neither legal nor just nor fair. Accordingly punishment order dated 01-04-1995 is hereby set aside and the workman would be deemed as if he had never been imposed punishment of the nature as shown in the schedule of reference order. It is further held that the workman will be entitled arrears of pay on the premises as if he was never downgraded in his time scale of pay upto three stages for the period of three years. The workman is further entitled for his all consequential benefits ignoring the punishment awarded to him.

19. Since the Appellate Order dated 21/27-08-1998 is based on punishment order dated 01-04-1995, the same is also set aside.

20. Accordingly reference is answered in favour of the workman and against the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 23 जनवरी, 2007

का.आ. 578.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जगन्नाथ कौल्लरी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 131/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-01-2007 को प्राप्त हुआ था।

[सं. एल-22012/491/1996-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd January, 2007

S.O. 578.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 131/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Jagannath Colliery and their workman, which was received by the Central Government on 23-01-2007.

[No.L-22012/491/1996-IR(C-II)]

AJAYR KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT

Shri N.K.R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar

Industrial Dispute Case No. 131/2001
Date of Passing Award—29th December, 2006

BETWEEN

The Management of the Chief
General Manager, Jagannath Colliery
of MCL, Jagannath Area, Talcher,
P.O.-Dera-759103, Dist. Angul.

...1st Party—Management

AND

Their Workman, represented through the
General Secretary, Jagannath Colliery
Labour Union, at/PO. South Baland-759103,
Dist. Angul, Orissa.

...2nd Party—Union

APPEARANCES

Shri R.S. Mohapatra, ...For the 1st Party—
Personnel Manager, MCL Management

Shri Anam Ch. Mohanty, ...For Himself the 2nd
Workman. Party—Workman

AWARD

1. Government, of India in the Ministry of Labour,
in exercise of Powers conferred by Clause (d) of sub-

section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication *vide* their Order No. L-22012/491/96-IR (C-II), dated 4-12-2002.

“Whether the demand of the Jagannath Colliery Labour Union for restoration of service conditions in respect of Sh. A.C. Mohanty, UDC, which he was enjoying till 1984 is legal and justified ? If not to what relief Sh. Mohanty is entitled ?”

2. The case of the workman, in short is that he joined as Chainman in Civil Engineering Section of Deulbera Colliery under National Coal Development Corporation (N.C.D.C.) on a consolidated salary of Rs. 75 per month on 25-4-1962 as a monthly regular employee. Thereafter, in the year 1968 he was given regular employment and posted in the Survey Section of South Balandia Colliery *vide* Letter dated 9-10-1968 (Ext.-5), which subsequently came under the present Management of Mahanadi Coal Field Limited. It is alleged by the workman that after the above regular appointment in 1968 he used to enjoy all the service benefits up till 1984 as was available to him under Corporation service but all of a sudden the present Management without giving him any prior notice stopped such facility especially the leave benefits. According to him the Management having allowed him initially to enjoy the benefits, which he was enjoying under the Corporation should not have stopped it later from 1984 and hence the reference.

3. While dening the various averments of the workman it is submitted by the Management that the workman was never appointed on regular basis under the Corporation in 1962. He was simply engaged temporarily as a work charged employee on fixed wages in the Civil Engineering Section as a Chainman and after the civil work was completed he was appointed on the basis of his option as a Chainman in regular scale of pay as prescribed by the Wage Board in 1968 and therefore he is not entitled for the benefits of the Corporation as claimed by him. However when the Management could know that the workman is enjoying some of the benefits of the Corporation, the same was stopped in 1984 as the same was liable for recovery. To put in nutshell it is claimed by the Management that after the appointment of the workman is the regular pay scale of the wage board, he no more remained to be guided by the Corporation Rules and therefore the present dispute raised by the Union at the fag-end-retirement-stage of the workman i.e. after lapse of 12 years is devoid of merit the same not being free from ulterior motive.

4. On the basis of above pleadings of both the parties the following issues were framed.

ISSUES

1. Whether Shri A.C. Mohanty, UDC was a workman within the definition of the term ?
2. Whether he has been allowed to retire from service with effect from 30-4-2003 ?

3. Whether Shri Mohanty, was getting all the service benefits of a regular employee of N.C.D.C. till 1984?
4. Whether Shri Mohanty, is entitled to get the self same service benefits from 1984 onwards till his so called retirement on 30-4-2003 ?
5. To justify his stand the workman has examined himself alone as W.W.1 besides producing several documents marked as Ext.-1 to 17. The Management on the other hand has examined one of its Senior Clerk (M.W. 1) who was maintaining the service file and salary bills of the workman and has exhibited documents marked as Ext.-A to G.

ISSUE NO. 1 & 2

6. These two issues are taken up together for the purpose of convenience.

As regards Issue No. 1 no evidence worth the name has been adduced by the Management to show that the disputant was not a workman. Rather the retirement notice (Ext.-8) issued by the Management shows that the disputant was working as an U.D.C. by the time he was issued with such notice and as such by all probability he is a workman within the definition of the term. So also the very document shows that the disputant was allowed to retire with effect from 30-4-2003 and there being no denial to the same from the side of the workman, both the issues are answered affirmatively.

ISSUE NO. 3 & 4.

7. Both parties have exhibited several documents of which Ext.-4, 5, 11 and 14 of the workman and Ext.-A, B & C of the Management are found to be more relevant.

8. Ext.-C the service record of the workman shows that at the initial stage he was engaged as a monthly paid work-charged employee (Chain Man) on consolidated wages in the year 1962 under N.C.D.C., but not as a regular employee as claimed by him in claim statement. Ext.04 shows that the work against which he was engaged came to a close in Sept. 1968 for which the erstwhile Management of N.C.D.C. had to issue him the said letter asking for his consent either to join in a similar post on regular pay as prescribed by the Wage Board or to get himself terminated on receipt of termination benefit. The workman in his evidence admits to have had exercised the option of being absorbed under regular pay scale of the Wage Board. He also admits to have had exercised his option as per Ext.-11 which is in two parts. In the first part he was asked either to opt for the pay scale, Coal Mines Attendance Bonus, Dearness Allowance and other conditions of service as recommended by the Coal Wage Board i.e. sick leave, paid festival holidays, leave without pay, quarantine leave, Railway fares etc. or to opt only for the Pay Scale, Coal Mines Attendance Bonus and Dearness Allowances as prescribed by the Coal Wage Board by retaining his other service conditions as on (14-8-1967) by which he was being governed then. The said Ext.-11 shows that the workman executed his option in respect of the second part of the offer and got himself

appointed as a Chain Man in the Wage Board Scale vide Order dated 9-10-1968 (Ext.-5).

9. Thus according to his above option the workman was only entitled to get the Pay, D.A., Coal Mines Attendance Bonus as recommended by the 1st Wage Board and in so far as his other service conditions such as leave benefits etc. he was to be guided by the rules as applicable to him as on 14-8-1967. During trial the workman has of course whisper a word that he had signed in the option letter blindly not knowing its true implications but in it is of no consequence at this stage.

10. From Ext.-C the service record of the workman it appears that in the year 1962 he joined as a monthly paid work-charge employee under the erstwhile Management of N.C.D.C. and subsequently on the basis of the order dated 9-10-1968 (Ext.-5) he was appointed on regular pay scale prescribed by the Wage Board. While dealing with such monthly paid workers with reference to the prescriptions of the Wage Board the aforesaid Management in its Office memorandum dated 17th August, 1968 (Ext.-14) has made it clear under sub-para-11 of Para-2 of the circular that the monthly rated employees who are appointed prior to 15-8-1967 (as is the case in respect of the workman in question) shall be allowed to retain if they so choose, the concerned conditions of service enjoyed by them as on 14th August, 1967 under the Civil Service Rules, Railway Rules or Corporations Rules as the case may be. This however, subject to the condition that they shall not be entitled thereafter to claim any benefits on liberalization of service conditions that may be made available by the Central Government to their employees from time to time under any of the above mentioned rules, or otherwise. For any future benefits in respect of Scale of Pay, D.A., and other amenities and service conditions they shall be governed by the recommendations of any future Wage Board as may be acceptd by the Government of India and the Corporations of N.C.D.C. Thus a conjoint reading of the above Office Memorandum (Ext.-14) and the consent given by the workman (Ext.-11) makes it clear that the workman is entitled to get his Pay, Coal Mines Attendance Bonus and D.A. as recommended by the Wage Board from time to time but in so far as his other conditions of service are concerned he is to be guided by the Corporation Rules prevalent as on 14-8-1967. It is admitted by the Management that the workman was provided with leave benefits as per the Corporation Rules up till 1984 but thereafter it was stopped as the same was paid in advertently. But this stand of the Management does not appeal to the conscience. As it appears the Management is not sure of its own case in as much as the stand taken by it before the Conciliation Officer vide Ext.-E runs incomplete counter with its stand taken before the Tribunal. In its above reply to the Conciliation Officer given in the year 1996 the Management took the stand that the workman is enjoying his other service benefits as usual under the Corporation Rules as per circular dated 13-4-1964 of N.C.D.C. and no part of his said benefits have been curtailed after 1984 as claimed by the workman. Contrary to the above the Management in its

counter filed before the Tribunal has taken a different stand that the workman is not entitled to the benefits which was available to him prior to this joining in regular pay scale of the Wage Board in the year 1968. Thus from the very prevaricating stand of the Management it can safely be deduced that it is quite clever enough in playing a hide and seen game blowing both hot and cold simultaneously.

11. While deposing before the Court it is contended by the workman that his P.F. contributions should have been guided by the Coal Mines Provident Fund Act instead of C.C.I.P.F., but the reference not being specific on the subject and there being no averment to that effect in the Claim Statement of the workman, the same is left unanswered. It has simply been claimed in his claim statement that he has been deprived of his leave benefits from 1984 though it was made available to him prior to that. This claim of the workman seems justified in view of the discussions made in the foregoing paras in as much as he is entitled to such leave benefits not according to the time to time prescription of the Wage Board but he is entitled for the same as per the Corporation Rules as the same rate he was enjoining prior to his appointment in the Wage Board Scale, pursuant this undertaking given under Ext.-11. When the Management in his Written Statement has categorically admitted to have stopped such benefits from 1984 the same action of the Management can not be regarded as correct. Further as such leave benefits have been curtailed from 1984 without any prior notice (there being no specific averments to that effect by the Management) the same amounts to illegality. Accordingly, the Management is directed to provide all the leave benefits to the workman as was available to him under Corporation Rules as on 14-8-1967.

!2. Reference is answered accordingly.

N.K.R. MOHAPATRA, Presiding Officer
नई दिल्ली, 24 जनवरी, 2007

का.आ. 579—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 245/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-01-2007 को प्राप्त हुआ था।

[सं. एल-12012/176/1999-आई आर (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th January, 2007

S.O. 579—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 245/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure, in the Industrial Dispute between the management of State

Bank of India and their workmen, received by the Central Government on 24-01-2007.

[No.L-12012/176/1999-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

I.D. NO. 245 OF 1999

In the matter of dispute between :

Sri Raj Kumar
S/o Sri Baldev Prasad
C/o Sri R. M. Shukla
119/30, Naseemabad,
Darshanpurwa, Kanpur, U.P.

And

The Assistant General Manager
State Bank of India
Region I, Zonal Office
Mall Road,
Kanpur-208001, U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide Notification No. L-12012/176/1999/I.R. (B-1.) dated 13-08-1999 has referred the following dispute for adjudication as under—

“Whether the action of the management of Assistant General Manager, State Bank of India in terminating the services of Sri Raj Kumar w.e.f. 17-4-1993 is legal and justified ? If not, to what relief the workman is entitled ?”

2. The case of the workman as set up by him in his Statement of Claim, in short, is that the applicant workman was employed by the opposite party Bank by its City Branch at Kannauj on the post of Water boy/Cash Collic w.e.f. 24-5-1984 and he continued to work as such upto 31-07-1988. It has also been pleaded that he was further employed w.e.f. 4-08-1988 and had worked upto 16-04-1993 with the Bank's aforesaid branch. It is the further case of the workman that Bank terminated his services w.e.f. 17-04-1993 without any reasonable cause. Workman has further pleaded that his termination of services w.e.f. 17-04-1993 by the bank is in gross violation of Section 25-F of the I.D. Act, 1947, interalia, on the ground that the opposite party bank had neither offered him any notice, notice pay or retrenchment compensation. Workman has further pleaded that the management of State Bank of India has flouted the provision of Section 2(oo) of the I.D. Act, 1947. In the end it has been prayed that opposite party bank be directed to reinstate the workman in service with full back wages, continuity of service and with all consequential benefits.

The opposite party bank filed a detailed reply against the Statement of Claim filed by the workman alleging therein that having regard to the number of days for which the workman had worked with the bank his name was placed in the select list prepared by the Bank

in the year 1991. It has also been pleaded by the opposite party bank that there was no need for appointment in subordinate cadre, the said panel was exhausted in the year 1997. It was also been pleaded by opposite party bank that the workman has not completed 240 days of service preceding one calendar year from the date of his alleged termination, therefore workman is not entitled for protection of provision of Section 25-F or 25-G of I.D. Act.

4. After exchange of pleadings between the parties workman has examined himself as WW-1 in support of his claim, management has not adduced any evidence in support of their claim.

5. Arguments of contesting parties were heard at length by the Tribunal and Tribunal has also examined the material and records of the case carefully in the light of evidence of the workman.

6. It is not at all in question that workman had not worked with the opposite party bank as subordinate staff as is clear from the reply filed by the opposite party bank.

7. The workman in his evidence on oath has clearly admitted the fact that he was engaged as subordinate staff on 24-05-1984 at Bank's City Branch, Kannauj and continued to work upto 31-07-1988. He goes on to state that thereafter he was again engaged on 4-08-1988 and worked upto 16-04-1993 continuously at the said said branch as Messenger/Peon. Witness has further admitted the fact that during the period he remained under the opposite party bank he performed all such work that was required to be performed by regular and permanent peons of the bank. Witness has also admitted the fact that for regularization of his services he moved an application before the bank but this fact was not mentioned in his Statement of Claim, this fact is mentioned in his Rejoinder filed before the Tribunal on 16-10-2000. Witness has further pleaded that he was in panel in the select still he was not given any appointment. Witness has also pleaded that bank had terminated his services w.e.f. 17-04-1993 without any notice, notice pay or retrenchment compensation. Witness has also pleaded that bank had never issued any notice for his re-employment in the bank.

8. After examination in chief of the witness cross examination was deferred on the request of authorized representative for the management on 26-02-2004. Witness was called for his cross examination by the management. In his cross examination witness has specifically stated that he was interviewed by the Bank. Bank has not issued any Appointment Letter in his favour. Witness has denied the suggestion put by the authorized representative of the management that he was engaged on account of leave of permanent employees of the bank. Witness has confirmed that apart from the work of Cash Collie-cum-Water boy he was also required to do the job of other permanent nature of work of peon of the bank. Witness has also confirmed the fact that he was called

for interview by the opposite party as he had worked as temporary employee with the opposite party bank and was interviewed on 1-8-1991. He has also stated that his name figured in the select list but that select list was never shown to him and some Asharfi Lal was appointed by the bank. He also confirmed the fact that present dispute was raised by him on the strength of his working with the bank. Bank had terminated his services in the evening of 16-4-1993. Thus from the evidence of the workman it is not in the dispute that the workman worked continuously w.e.f. 4-8-1988 to 16-4-1993 as no suggestion was put by the authorized representative for the management during the course of his cross examination to the effect that neither he had worked continuously during the period 4-8-1988 to 16-4-1993 nor even it was suggested to the witness by the authorized representative for the opposite party bank that he had not completed 240 days of continuous service preceding one year from the date of termination of his services.

9. The evidence of the witness/workman on the above points goes unrebutted as there is no cross examination of the witness. Witness has also confirmed the fact that a person named Asharfi Lal was appointed by the bank. On this point of view also Tribunal is of the opinion that opposite party bank has made appointment/engagement after disengagement of the service of the workman.

10. Taking into overall facts, circumstances and evidence of the workman Tribunal is bound to believe the evidence and case of the workman and to hold that workman worked continuously without any break during the period 4-8-1988 to 16-4-1993 with the opposite party bank, therefore the workman would be deemed to be in continuous service within the meaning of Section 25(B) of I.D. Act, 1947, thus has become entitled for protection of Section 25-F of I.D. Act, 1947 as it has been proved from the evidence that neither he was offered notice, notice pay or retrenchment compensation, therefore his disengagement clearly falls within the ambit of retrenchment as defined under Section 2(oo) of the I.D. Act, 1947.

11. For the reasons discussed above it is held that as there is no evidence led by the management in the present case, the case of the workman cannot be disbelieved and it is further held that action of the opposite party bank is neither legal nor justified when it terminated the services of the workman w.e.f. 17-4-1993, consequently workman is held entitled for his reinstatement with full back wages, continuity of service and with all consequential benefits attached with the post.

12. Before parting with it, it may be pointed out that written statement filed by the opposite party bank is not a valid document in the eye of law as the same has not signed by proper authority/party i.e. Assistant General Manager, State Bank of India, Region I, Zonal Office, Mall Road, Kanpur, which has been arrayed as a necessary party in the instant industrial dispute.

13. Accordingly the present reference is decided in the above terms in favour of the workman and against the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 1 फरवरी, 2007

का.आ. 580.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 53/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/122/2004-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 1st February, 2007

S.O. 580.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in Industrial Dispute between the management of Punjab National Bank and their workman, received by the Central Government on 1-2-2007.

[No. L-12012/122/2004-IR(B-II)]
RAJINDER KUMAR, Desk Officer
ANNEXURE

BEFORE SRI SURFESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

I.D. NO. 53 OF 2004

In the matter of dispute between

Sri Babu Lal Kashyap
119/179, Om Nagar,
Darshanpurwa,
Kanpur, U.P.

and

The Sr. Regional Manager
Punjab National Bank,
59/39, B'Rhana Road
Kanpur, U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide Notification No. L-12012/122/2004-IR (B-II) dated 4-11-2004 has referred the present dispute for adjudication as under—

“Whether the action of management of Punjab National Bank, Kanpur in dismissing Sri Babu Lal Kashyap from services is justified and legal? If not, what relief the concerned workman is entitled to?”

2. At the outset it may be pointed out that there is no mention of date in schedule of Reference Order from which date the services of the workman is alleged to have been dismissed by the opposite party bank. From this point of view even if the Tribunal opines that the action of the management is neither legal nor justified, as referred in the schedule of Reference Order, question arises before the Tribunal as to from what date the workman be held entitled for the relief claimed by him.

3. It is needless to give full facts of the case raised by the contesting parties in the present dispute, as the workman has palpably failed to prove his case before the Tribunal by adducing oral/documentary evidence.

4. It is settled principle of law that a party claiming relief before a competent Court of Law is obliged to prove his claim and if he fails to do so he cannot be held entitled for any relief as claimed by him.

5. In view of above and from the order sheet it appears that the workman has been debarred from adducing his evidence in support of his claim vide Order dated 30-11-2006 of the Tribunal. Despite availing of repeated opportunities the workman has failed to adduce his evidence in support of his claim.

6. Even by Order dated 21-12-2006 it has been held by the Tribunal that workman was granted opportunity of adducing evidence in support of his claim on 20-09-2005, 06-12-2005, 21-12-2005, 06-01-2006, 20-03-2006, 07-06-2006, 07-09-2006, 22-11-2006 and finally on 30-11-2006. Therefore the application of the workman to allow him to adduce evidence in support of his claim was rejected by the Tribunal vide Order dated 21-12-2006.

7. In the end from the above discussion of facts it is quite obvious that the workman has miserably failed to establish his claim before the Tribunal and therefore he cannot be held entitled for any relief as claimed by him in the statement of claim.

8. Accordingly the present reference is answered in favour of the management and against the workman.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 1 फरवरी, 2007

का.आ. 581.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 47/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-02-2007 को प्राप्त हुआ था।

[सं. एल-12012/46/2004-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 1st February, 2007

S.O. 581.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 47/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in Industrial Dispute between the management of Union Bank of India and their workmen, received by the Central Government on 01-02-2007.

[No. L-12012/46/2004-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR**

I.D. NO. 47 OF 2004

In the matter of dispute between :

Sri Ayyub Hussain

S/o Sri Ali Hussain

Katra Shaheed

Near Khajoor Wali Masjid

Moradabad, U. P.

And

The Assistant General Manager

~ Union Bank of India

Regional Office, First Floor

Oppo. G.I.C., Begum Bridge Rd.

Meerut-250001, U. P.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide Notification No. L-12012/46/2004-I.R. (B-II) dated 31-05-2004 has referred the following dispute for adjudication to this Tribunal—

"Whether the action of the management of Union Bank of India in terminating the services of Sri Ayyub Hussain w.e.f. 10-02-2003 from the post of Peon cum Driver is legal and justified? If not, to what relief the concerned workman is entitled?"

2. The case of the workman as set up by him, in short, is that he was engaged as Peon-cum-Driver in the year 1993 by the then Chief Manager of the bank at bank's Civil Lines branch, Moradabad. Scale IV Officer of the bank had been the appointing authority of subordinate cadre like Peon, Driver etc. Regional Manager working at Regional Office and Chief Manager of main branch of the bank are of equal position and are Grade-IV Officers of the bank. It has also been pleaded by the workman that these officers of the bank are having administrative control and supervision over the work of the workman. It is pleaded that the management bank has terminated the services of the workman w.e.f. 10-02-2003 without showing any reason and even without complying with the provisions of Section 25-F of I.D. Act, 1947 read with Rule 76 of I.D. (Central) rules, 1957 as at the time of termination the workman was not offered notice or notice pay or retrenchment compensation by the bank on the date of termination of his services i.e. 10-02-2003 by the bank/opposite party ignoring the hard fact that the workman had completed more than 240 days of continuous service preceding one year from the date of his termination. It is also pleaded that apart from the work of driving banks car, workman also performed the duties of peon during banking hours at the branch. It is

also pleaded by the workman that there exist a regular and permanent post of Peon-cum-Driver in the bank which is clear from Circular No. ROM/PER/2297-2298 dated 7-11-2002 issued by the Assistant General Manager, Regional Office, Meerut. It has further been pleaded that for bank's work he was deputed to collect stationery of the bank from the Regional Office, Meerut on 22-06-2000. Bank had also issued one certificate dated 14-10-1998 and one Certificate dated nil clearly showing that the workman is Driver of bank's Car No. UP-32-D 5165. It is alleged that these certificates had been issued by the Chief Manager of the bank.

It is also alleged by the workman that there had been assembly elections in the year 2002 in the State of U. P. and the bank's car was utilized by the Election Officers of District and he was relieved along with bank's Car No. UP-15-F 7183 as Driver of the bank by the Chief Manager for the period 03-02-2002 to 15-02-2002. It is also pleaded that their exist relationship of employer and employee between bank and the workman. During the period 1993 to 10-02-2003 when workman was in the employment of the bank as Peon-cum-Driver the post of Chief Manager was manned by S/Shri Nazir, Mukherjee, Gurnani, Pankaj Sharma, Beg and Mahesh Chandra respectively but none of them at any point of time had ever objected the continuous working of the workman as bank's car driver. It is also pleaded by the workman that the above fact would go to indicate that there was a regular and permanent post of Peon-cum-Driver in the branch where the workman was working other he would not have been allowed to continue as bank's car driver for such a long time by the competent authorities of the bank.

In the end it has been prayed by the workman that the action of the bank in terminating his services from the post of Peon-cum-Driver w.e.f. 10-02-2003 be held as unjustified and illegal. He also prayed for his reinstatement on the post of Peon-cum-Driver with full back wages, continuity of services and all benefits attach with the post. Workman has also prayed that he be also allowed arrears of pay between what had been received by him during the period 1993 to 10-02-2003 and what amount he could have received if he would have been given regular scale of pay of the post of Peon-cum-Driver.

3. The claim of the workman has been contested by the opposite party bank by filing a detailed written statement, interalia, alleging therein that there never existed relationship of master and servant between the bank and the workman. Bank has its own procedure of selection in different categories of employees including Class IV and V and these personal drivers of the officers are neither selected by the bank nor deputed by the bank nor paid any salary or wages directly to the driver. The personal driver engaged by Officers for their use have no connection with the employment of the bank. Workman was only the personal driver of the Manager, he was

never an employee of the bank on any post at any time. In the end it has been prayed by the management that the claim of the workman is devoid of merit therefore, workman is not entitled for any relief as claimed by him.

4. After exchange of pleadings workman has filed original certificates issued by the bank in his favour indicating the fact that the workman was working as Driver of bank's Car No. UP-32-D 5165. Workman has also filed certain photocopies of documents along with his statement of claim, originals of which were summoned by the workman. The management instead of producing the summoned documents before the tribunal, admitted the photocopies of the documents which were filed by the workman apart from filing originals of some documents pertaining to assembly elections, such as letter by means of which bank's car was requisitioned by the election authorities during assembly election of 2002.

5. Workman has also examined himself as WW-1 whereas management has examined its witness Mr. Shishir Chandra as MW-1. Heard the arguments advanced by the parties and perused the record carefully.

It has been contended by the authorized representative for the management that since there never existed relationship of employer and employee between the bank and the workman, therefore, question of termination of his service by the bank does not arise. On the contrary, it has been argued by the authorized representative for the workman with the support of documents filed by him that their existed relationship of employer and employee between the contesting parties and that as the workman has not been paid any notice, notice pay or retrenchment compensation by the bank while terminating his services w.e.f. 10-2-2003, therefore his termination is fully covered under the term of retrenchment which is bad in law.

6. To appreciate the controversy involved in the matter it will be useful to have a look on the documentary evidence filed by the workman and oral testimony adduced by the contesting parties before the Tribunal. Exhibit W-3 is letter dated 22-4-2000 would go to show that the workman was deputed for Meerut as bank's driver to bring bank's car. This letter is also indicative of the fact that the workman was shown as bank's driver and his signatures to have been verified by the Branch Manager. Exhibit W-4 is a Certificate dated 14-10-1998 indicating the workman as bank's car driver. Exhibit W-5 is requisition letter of election authorities addressed to the bank requisitioning the bank's car No. UP-15-F 7183. Exhibit W-6 is Car Release Order issued by election authorities of Moradabad indicating the fact that the said car remained in their possession for the period 3-2-2002 to 15-2-2002. Exhibit W-6/1 is document of District Election Authority of Moradabad showing owner of the car No. UP-15-F 7183 as Union Bank of India and Driver of the car Sri Ayyub Hussain, page 3 of this document bears the signature of Ayyub Hussain which is dated 15-2-2002.

7. In his evidence on oath, before the Tribunal, the workman has stated that he was appointed in the year 1993 as Peon-cum-Driver by the opposite party and worked upon year 2003. He was not issued any appointment letter by the bank. Witness further states that is working hours were from 8 a.m. to 11 p.m. Apart from the work of Driver, he also performed the work of Peon. He also stated that during the assembly elections bank's car was requisitioned by the election authorities in the year 2002 and he was deputed by the bank as bank's Car driver to perform the election duties. Witness has further stated that he was being paid Rs. 3,625/- per month as wages by the bank. He was neither paid any notice, notice pay or retrenchment compensation by the bank at the time of his termination by the bank. He was not called for his re-employment by the bank witness has further stated that he is unemployed till date.

8. In his cross-examination witness has admitted the fact that no termination letter was given to him by the bank. He was receiving monthly salary from the Bank. After taking his signatures on the back of payment vouchers, regional Manager used to pay him wages. He has further stated that he used to drive bank's car which belong to all officers of the bank. Witness has denied the suggestion that he was domestic private servant of the Chief Manager.

9. Management witness Mr. S. Chandra appeared in the witness box and stated on oath that he remained posted at Moradabad during the period February 2001 to April 2005 at the post of Manager. Bank has provided car No. UP-32-D 5165. Apart from car, car driving allowance was also being given to him. He used to drive this car from workman Mr. Ayyub Hussain. He himself had engaged Mr. Ayyub Hussain. He was not appointed by the bank. During these days no post of Peon-cum-Driver was existing at Moradabad branch of the bank. Except the work of Driver no other work was taken by the workman. Maintenance charges and car repair charges were borne out by the bank.

In his cross-examination witness has admitted that the work of driving the bank's car was taken from the bank during the period 2001 to 2003. During his tenure no other work was taken from Ayyub Hussain. Witness has expressed his ignorance having knowledge of Circular dated 7-11-2002 and also having sending the name of Ayyub Hussain who was working as Peon-cum-Driver cannot be confirmed in absence of record. Witness has admitted the fact that the workman was relieved by the bank during assembly election as bank's driver. Bank's car remained with the election controlling authorities and for this period bank paid wages to Mr. Ayyub Hussain.

10. After giving anxious consideration to the evidence led by the parties, Tribunal is of the firm opinion that the workman was appointed as Driver to drive the bank's car No. UP-32-D 5165. The contention of the authorized representative for the management wholly

appears to be devoid of merit in view of the evidence of management witness in which he has categorically admitted the fact that the workman was working as Peon cum Driver and that he was relieved as bank's car driver to perform his duties during assembly election held in the year 2002. Workman has also corroborated the evidence of the management witness by his oral as well as documentary evidence. Management witness appears to have half heartedly admitted the fact that workman was working as Peon-cum-Driver as is clear from his evidence to the effect that the Workman was a working as Peon-cum-Driver. From the evidence of the management it is quite clear that he is trying to blow hot and cold in the same breath when he stated in his evidence that workman was a working as Peon-cum-Driver of the bank but soon after he stated that he cannot say that his name was sent for the post of Peon-cum-Driver with reference to Bank's Circular dated 7-11-2002 without going through the documents or record. From his evidence it is established that during his tenure Ayyub Hussain was simply Driver but has not been appointed by the Bank as Peon cum Driver in the bank.

Moreover, from the overwhelming evidence of workman coupled with the evidence of management one and only one inference that can be drawn is that the car belongs to bank, maintenance and repairing charges were born out by the bank and that the salary of driver was reimbursed to the officer by the bank, under these circumstances, how the workman could be treated to be the personal driver of the officer of the bank especially from the uncontested evidence of the workman to the effect that the car belongs to all officers of the bank. Even no suggestion was put by the authorized representative for the bank to the workman's witness that the bank's car was for the use of all officers of the bank posted in the branch.

11. From the above appreciation of material and evidences of the parties it is held that the workman cannot be held to be the personal driver of senior executive of the bank, as pleaded and argued by the authorized representative for the bank. For all intent and practical purpose it is held that workman was working as Peon cum Driver with opposite party bank during the period 1993 to 10-02-2003 as pleaded and proved by the workman.

12. The authorized representative for the workman has relied upon the law laid down by the Hon'ble Supreme Court in the case of Bank of Baroda Vs. Ghemarbhai Harjibhai Rabari, 2005 (105) FLR 383, wherein the Hon'ble Supreme Court has held as under—

"While there is no doubt in law that the burden of proof that a claimant was in the employment of a Management, primarily lies on the workman who claims to be a workman. The degree of such proof so required, would vary from case to case. In the instant case, the workman has established the fact which, of course, has not been denied by the bank, that he did work as a driver of the car belonging to the bank

during the relevant period which come to more than 240 days of work. He has produced 3 vouchers which showed that he had been paid certain sums of money towards his wages and the said amount has been debited to the account of the bank. As against this, as found by the court below, no evidence whatsoever has been adduced by the bank to rebut even this piece of evidence produced by the workman."

The above observation of the Hon'ble Supreme Court fully applies to the facts and circumstances of the present case. The case of the workman also appears to be on better footings to the facts and circumstances of the law cited above. Although in the present case no such payment voucher is on record in the name of the workman but there are much strong evidence on record of the case that the workman was relieved to perform the election duty during course of assembly elections in the year 2003 as bank's car driver to drive bank's car No. UP-15-F 7183 and for the period he remained in election duty salary/wages was paid to him by the Bank. If he was not the driver of the bank he could not have been relieved for election duty by the bank as bank's car driver. Therefore applying the above law it is once again, at the cost of reiteration, held that the workman remained in the employment as bank's car driver instead of personal driver.

13. It has next been argued and pleaded by the workman's authorized representative that having regard to the length of service of the workman during the period 1993 to 2003 and also have taking into consideration the fact that the workman was appointed as Peon cum Driver by the competent authority of the bank it cannot be presumed that there was no permanent and regular post of Peon cum Driver at the branch. On the contrary no sufficient explanation was advanced from the side of the bank on this point.

14. Tribunal has examined the records' and evidence, of the parties on this point. In the entire written statement bank has not categorically replied the contents of para 15 and 16 of Statement of Claim filed by the workman. A bare perusal of para 23 and 24 of written statement filed by the bank would go to show that since no relationship of employer and employee between the contesting parties and that the workman was engaged as personal driver of the Manager. It is settled legal position if averments made by plaintiff/claimant in his claim petition are not denied specifically by the defendant/opposite party in their written statement, it will be presumed that the allegations made by plaintiff/applicant is correct. Moreover workman has filed his statement of claim on affidavit which has not been controverted by the management. Thus any oral evidence of management on the issue is meaningless and cannot be considered as evidence in the absence of specific denial of fact by the other side.

In view of above it is held that there had been a regular vacancy of Peon cum Driver at bank's Moradabad branch from the year 1993 against which workman was appointed.

15. In his evidence, workman has clearly stated that he was not given notice, notice pay or retrenchment compensation before termination of his services by the bank and he is unemployed till date. He was not cross examined by the authorized representative for the management of the bank on this point. Thus the evidence of the workman goes uncontested and relying upon the evidence of the workman it is held that the action of the management in terminating the services of the workman from the post of Peon-cum-Driver w.e.f. 10-2-2003 is neither legal nor justified being in breach of provisions of Section 25-F of I.D. Act, 1947. It is also held from the evidence of the management that the workman remained in continuous employment of the bank from February 2001 to 10-2-2003 and thus has completed more than 240 days in one calendar year.

16. In the end it is held that the workman is entitled to be reinstated in the services of the bank with full back wages, seniority and all consequential benefits attached with the post in the absence of any evidence of remaining in any other gainful employment by the worker.

17. Accordingly reference is answered in favour of the workman and against the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 1 फरवरी, 2007

का.आ. 582.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 211/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/319/1996-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 1st February, 2007

S.O. 582.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 211/97) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in the Industrial dispute between the management of Allahabad Bank and their workmen, which was received by the Central Government on 1-2-2007.

[No. L-12012/319/1996-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHREE SURESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

I.D. Case No. 211/97

The Assistant General

Secretary,

Allahabad Bank Staff Association,

C/o Allahabad Bank, Dehradun.

.....Applicant

Vs.

Regional Manager,
Allahabad Bank,
Nainital.

.....Opp. Party

AWARD

The following reference has been made by Govt. of India, Ministry of Labour, New Delhi, *vide* its' notification No. L-12012/319/96-IR(B-II) dated 26-9-1997:—

“Whether the action of the management of Allahabad Bank in denial of opportunity to appear in departmental examination held on 27-8-1995 for the post of Clerk-cum-Cashier to Shri Chandra Mohan Jatav, Peon, is just, fair and legal ? If not, what relief he is entitled to and from what date?”

1. In this case, the claim of the concerned workman, Shri Chandra Mohan Jatav (hereinafter called the Applicant) had been espoused by Allahabad Bank Staff Association.

2. Briefly stated, the facts of the case are that there had taken place a settlement dated 22-4-1989 between the Coordination Committee of the award staff and the Bank management by virtue of which certain promotion policy was adopted. In pursuance of this policy, the Opposite Party Bank have issued circular No. 3510 dated 21-9-1993 and Circular No. 3511 of even date. According to former circular, certain promotions to clerical cadre were to be made without holding any written test of the eligible candidates, whereas according to latter circular, eligible candidates of subordinate staff were to be promoted to clerical cadre by holding test. According to circular No. 3511 dated 21-9-1993, the date of eligibility was fixed as 31-3-1993. As regards educational qualification, it was required that a candidate, who had put in six years of service and was Matriculate could apply. In case, he was non-matriculate and was having minimum of VIII standard education, 10 years service was required. It is not relevant to refer to details of Circular No. 3510 dated 21-9-1993 as it is not relevant far the purposes of determining present reference.

3. The case of the applicant is that he was appointed on 6-12-1982 and was working as subordinate staff. His case is that after issuance of above circular, he had applied for appearing in the test, as he was having high school certificate, but in the list his name was not included as was revealed from Circular No. 4184 dated 4-7-1995. Hence, he made a representation, but no heed was paid, as a result of which he could not appear in the test inspite of being eligible. As such, he has prayed for ordering that the applicant is entitled for promotion as Clerk-cum-Cashier. The Opposite Party Bank filed written statement and denied that the applicant was eligible to appear in the written test as he was not having the requisite qualification for promotion to clerical cadre as Clerk-cum-Cashier. Further, he had not actually applied in terms of Circular No. 3511 of 21-9-1993, instead, he had applied in terms of Circular No. 3510 of 21-9-1993 in which promotion was to be made

without holding any test. As he had not applied, his name was not considered for allowing him to appear in the test.

4. It was also pointed out that the applicant has not given exact date on which he had applied under circular No. 3511 dated 21-9-1993. It is interesting to note that in the rejoinder filed by the applicant, this fact was not revealed inspite of the fact that objection in this regard was raised in the written statement.

5. In support of his claim, the applicant had filed two papers per list dated 12-10-1998, whereas the bank had filed 14 papers per list dated 26-5-2000. None of the parties had made any endorsement regarding admission or denial. Hence, reference of relevant documents will be made by referring to serial number as given in the list.

6. Further, in support of his case the applicant had examined himself as WW-1, whereas the management had examined Shri Hemant Sharma, MW-1, the then Manager of the Kashipur Branch.

7. Heard parties and perused the record.

8. From the above pleadings, it will become obvious that the only point that needs consideration is whether the applicant had applied in terms of Circular No. 3511 dated 21-9-1993 and was also eligible to appear in the test. In support of his claim, the applicant had examined himself as WW-1 and had stated that he had applied for appearing in the test in terms of relevant circular. Whereas, this fact had been specifically denied by Shri Hemant Sharma, MW-1. Here at this stage, it will be relevant to refer to Paper No. 7 of list dated 26-5-2000, which is the photocopy of the proforma furnished by the applicant. There is no reference of Circular No. 3511 dated 21-9-1993 in it. There is no other proforma on record to show that he had actually applied under Circular No. 3511. This paper totally belies the version of the applicant that he had applied for appearing in test according to circular No. 3511 dated 21-9-1993. Further the fact that the applicant did not disclose the date of application in the claim statement for alleged submission of form in terms of Circular No. 3511 dated 21-9-1993, also goes to show that his claim that he had applied under this circular, is after thought. The above version is further demolished by the fact that he did not possess the required qualification at the relevant time. According to circular No. 3511 dated 21-9-1993, two types of subordinate staff were eligible. The first was the candidate, who had passed matriculation and had put in six years services, was eligible to apply for promotion to the post of Clerk-cum-Cashier. The other category of candidates was that who had put in ten years service and was having minimum of VIII standard certificate, but not matriculate, was eligible to apply for promotion to the post of Clerk-cum-Cashier. As regards

the first condition, there is no doubt that he had got High School Certificate, which is evident from Paper No. 5 of the list filed by the bank. However, this certificate reveals that he had been provided this certificate on 26-6-1993. Even the concerned workman in his evidence has stated that his result was declared in April, 1993. It has also been noticed that the last date for eligibility was 31-3-1993. Thus, it is obvious that on 31-3-1993, he had no matriculate pass certificate. As such, he was not eligible. As regards the second condition of ten years service and VIII standard pass certificate, no doubt, he had completed more than ten years service, but he has not filed certificate to show that he had passes VIII class at that time. Thus, it is quite clear that he was not eligible to apply. When he was not eligible, it is quite understandable that he would not have applied for appearing in the test in terms of Circular No. 3511 dated 21-9-1993. As regards letter dated 5-8-1995, it is alleged to have been written by the applicant making grievance of non-inclusion of his name in the list. In my opinion, this has been done as after thought just to give colour of genuineness to his claim. Further there was no animus with the applicant. Had he applied, as alleged by him, there is no reason as to why his application would not have been forwarded by the Branch Manager. I, in view of above discussion, believe the version of the management and disbelieve the version of the applicant.

9. Accordingly, it is held that the applicant had actually not applied for appearing in test in terms of Circular No. 3511 dated 21-9-1993. Hence, he can have no grievance when his name was not included in the list of eligible candidate, who had to appear in the test, which was to be held on 27-8-1995. As such, there is no flaw in the action of the management in respect of which the applicant had made grievance giving rise to the instant reference. Hence, the applicant is not entitled for any relief.

10. As regards the claim of the applicant on the basis of circular No. 3510 dated 21-9-1993, as it is not the subject matter of reference, it is not necessary to consider this point. I am doing this in view of specific provision as given in Section 10(4) I.D. Act in which it has been specifically warranted by law that Labour Court has to confine itself to terms of reference, which has actually been made.

11. In view of above, my award is in negative to the reference and it is held that action of denial of the management in giving opportunity to applicant for appearing in the test on 27-8-1995 for the post of Clerk-cum-Cashier was just and fair. There was no legal infirmity in this regard.

12. Reference is, therefore, decided against the applicant and in favour of the Opposite Party Bank.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 1 फरवरी, 2007

का.आ. 583.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 38/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-02-2007 को प्राप्त हुआ था।

[सं. एल-12012/12/97-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 1st February, 2007

S.O. 583.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 38/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in the Industrial Dispute between the management of Bank of India and their workman, received by the Central Government on 01-02-2007.

[No. L-12012/12/97-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

I.D. NO. 38 OF 1998

In the matter of Dispute between :

Shri Sushil Kumar Dwivedi

C/o Sri B.P. Saxena
426, W-2, Basant Vihar
Kanpur, U.P.

And

The Regional Manager
Bank of India
Civil Lines
Kanpur, U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi, *vide* notification No. L-12012/12/97-IR(B-II) dated 27-02-1998 has referred the present dispute for adjudication as under :—

“Whether the action of the management of Bank of India, Kanpur in terminating the services of Sri Sushil Kumar Dwivedi, an employee of Kasturba Gandhi Marg Branch, kanpur w.e.f. 02-06-96 is legal and justified ? If not to what relief the concerned workman is entitled ?”

2. The case of the workman, in short, is that he was employed as temporary Sepoy by the Branch Manager, Kasturba Gandhi Marg Branch, Kanpur of the opposite party on 01-04-1992. His working hours remained from 9.30 AM to 6.30 PM on each working day except Saturday. Under the opposite party Peons are called as Sepoy. During the period he remained in the employment of the

Bank he was used to be paid wages initially @ Rs. 20 per day which was gradually raised at Rs. 40 per day excluding Sunday and holidays. It has also been pleaded that the said wages are used to be paid to him by the bank in cash instead of payment voucher. It is nothing but to deprive the workman from attaining the status of regular and permanent employee of the bank. It was further pleaded by the workman that he was neither issued any appointment letter nor termination letter by the Bank when he remained in continuous service upto 02-06-94, the date from which he was removed from the services of the Bank. It has further been pleaded by the workman that this amounts to illegal retrenchment of the services of the workman in as much as the same is in violation of provisions of Section 25-F of the I.D. Act, 1947 in as much as the workman was not paid any notice, notice pay or retrenchment compensation by the Bank at the time of his termination. Workman has further pleaded that a junior person by name Rajesh Kumar was retained in the services of the bank still he was removed from the bank which is in violation of Section 25-G of the I.D. Act, 1947. It has also been pleaded by the workman that fresh hands by name Virendra Kumar Yadav, Raju Pandey and Mukesh Kumar were appointed by the Bank at their branches Birhana Road and Kaushalpuri respectively to perform the same job which was being performed by him without giving him any opportunity of his reemployment which is in gross violation of the provisions of 25-H of I.D. Act, 1947.

3. On the basis of above pleadings workman has prayed that he be reinstated in the services of the Bank with full back wages and all consequential benefits together with seniority.

4. management Bank contested the claim of the workman and filed an exhaustive written statement alleging therein that the workman was never appointed against any clear and vacant post of Sepoy nor there existed any such vacancy at the relevant point of time. Bank has further averred that the vacancies are to be notified to the local employment exchange for sponsoring the names of eligible candidates for preparation of panel by selection through interview for filling up regular vacancy of Sepoy (Peon cum Farrash) and also for temporary employment exceeding 3 months duration. No officer of the Bank at branch level is capable to engage or appoint any Sepoy in the employment of the bank whether temporary or permanently. Any appointment or engagement in violation of the recruitment rules and established procedure is therefore totally unauthorized, incompetent and void giving no right under the I.D. Act, 1947. Workman remained as casual labour and as a casual labour he can not be conferred any right to claim regular and permanent employment of the Bank. Lastly it has been prayed by the bank that the claim of workman be outrightly rejected being devoid of merit and workmen be held entitled to no relief as claimed by him.

5. Workman has also filed Rejoinder in which nothing new has been pleaded except reiterating the same facts as has been pleaded by him in his statement of claim.

6. After exchange of pleadings between the parties whereas workman has examined himself as WW1, apart from filing photocopies of certain documents in support of his claim, management has examined its witness through Sri Bansi Lal, As MW-1 There is no denying of the fact that as per established law photocopies of documents are not acceptable before any Competent Court of Law. From this point of view it will be presumed that instant case is a case where there is simple oral testimony of the contesting parties.

7. From the pleadings of the parties it is quite clear that the workman was engaged by the Bank as casual labour on payment of wages as daily rate which fact has also been admitted by the workman in his evidence as well as in his pleadings. If it is so the claim of the workman cannot be allowed by this Tribunal having regard to the leading judgement of the Hon'ble Supreme Court of India rendered on 10-4-2006 in the case of Secretary, States of Karnataka and others Vs. Uma Devi and Others in Case no. 3595-3612 of 1999, wherein the Hon'ble Apex Court after referring to the various judgement rendered by it has clearly held that casual employee not being appointed in terms of recruitment rules and in cases where No appointment letter was ever issued in his favour, cannot lay their claim as a matter of right to be absorbed against regular and permanent vacancy. Admittedly the present workman according to his own case was never appointed by the bank against any regular and permanent vacancy and even he was never issued any appointment letter in his favour after following the selection process. Applying the law laid down by the apex court (*supra*) in the case of the workman it is held that workman has no right to claim regular and permanent employment in the services of the Bank merely by working as casual employee on daily rate basis.

8. In the end it is held that the action of management as referred to in the schedule of Reference Order when management terminated the services of the workman w.e.f. 02-06-96 cannot be said to be unfair, unjust and illegal. Consequently workman cannot be held entitled for any relief as claimed by him in his statement of claim.

9. Reference is answered accordingly in favour of the management and against the workman.

SURESH CHANDRA, Presiding Officer

१ नई दिल्ली, १ फरवरी, 2007

का.आ. 584.—ऑष्ठोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑष्ठोगिक विवाद में केन्द्रीय सरकार ऑष्ठोगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 115/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-02-2007 को प्राप्त हुआ था।

[सं. एल-12011/126/2000-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 1st February, 2007

S.O. 584.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 115/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in the Industrial Dispute between the management of Union Bank of India and their workmen, received by the Central Government on 01-02-2007.

[No. L-12011/126/2000-IR(B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR

I.D. NO. 115 OF 2000

In the matter of dispute between :

The Secretary
U.B.I. Staff Association
C/o Union Bank of India
24/53, Birhana Road,
Kanpur, U.P.

And

Union Bank of India

Through : Asstt. General Manager
Union Bank of India
Pandu Nagar,
Kanpur, U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi, *vide* notification No. L-12011/126/2000-IR (B-II) dated 29-5-2000 has referred the present dispute for adjudication as under :—

"Whether the action of the management of Union Bank of India, is justified in denial of full time wages to Sri Ashok Kumar from February 1997? If not, what relief the concerned workman is entitled to?"

2. Briefly stated facts giving rise to the present dispute that the workman is a permanent employee of the opposite party Bank at Part-Time Sweeper on 3/4th wages and is presently posted at Bank's main branch at Kanpur. The service conditions of the workman including co-employees of the bank are regulated according to Bipartite Settlement i.e. codified conditions of part time workmen. The above codified service conditions also prescribes mode of payment to part-time workmen in subordinate cadre and according to it if normal working hours in a week are upto 3 hours such employee will be paid his wages at bank's discretion with a minimum of Rs. 60 for more than 6 hours but less than 6 hours such employee will be paid at bank's discretion with a minimum of Rs. 175 per month, if working hours are 6 hours to 13 hours in a week he will be entitled to get 1/3rd of scale rate wages with proportionate annual increment, if working hours of such employees is more than 13 hours to 19

hours per week, he will be entitled to one-half of the scale wages with proportionate annual increment, if working hours are more than 19 hours to 29 hours in a week, such employee is entitled to receive his wages at 3/4th of scale wages plus proportionate annual increment and finally of working hours of such employees exceeds 29 hours in a week, he will be entitled to his full pay and allowances. It has been pleaded by the workman that under the directions and Order dated 2-2-1995 of the opposite party the workman was performing his duties for 31-1/2 hours per week still by way of unfair labour practice instead of making payment of wages at full scale rate, the management allowed the workman only wages at the rate of 3/4th of the scale wages plus admissible allowance. The matter was represented by the Union but all in vain.

3. Being aggrieved by the aforesaid action of the Bank workman approached the Labour Court under Section 33-C-2 of I.D. Act, 1947 claiming full pay and allowances from the Bank for the period 2-2-1995 to 31-1-1997. The labour Court allowed the application of the workman and a sum Rs. 17,404.20 was computed in his favour and against the Bank by Order dated 27-3-1998. Instead of challenging the said Order in Court the Bank preferred making payment of the said computed amount to the workman was awarded by this Court.

4. The Bank till the date of making payment of the amount was utilizing the services of workman beyond 29 hours per week and was paying him wages in an usual manner of 3/4th of scale wage. The union intervened in the matter and raised an industrial dispute before Assistant Labour Commissioner (C), Kanpur, alleging that the service conditions of the workman as created under the Orders dated 2-2-95 shall remain unchanged whereby the workman was performing 29 hours duty per week, therefore he is entitled for full pay and allowances, unless and until the industrial dispute raised therefore the appropriate government is finally decided. It is also pleaded by the workman that the Bank has materially changed the service conditions applicable to the workman by passing an illegal order dated 8-4-2000 reducing the working hours of the concerned workman below 29 hours per week after the claim of the applicant was allowed by this Court on 27-3-98. On the basis of above it has been prayed that the action of the management be held as illegal and unjustified and the workman be treated to be full time sweeper under the Orders dated 2-2-95 passed by the Bank and he be paid difference of wages accordingly.

5. The claim of the union has been contested by the Bank on variety of grounds. It has been pleaded by the Bank that claim of union is false, baseless and misconceived. It is not based on any existing right. There being already a full time sweeper so there is no need of another full time sweeper neither area wise nor-hour-wise. Under the Orders dated 16-8-90 Zonal Office of the Bank, Bank does not require more than 29 hours per week of work from the said part Time Sweeper i.e. concerned workman i.e. Ashok Kumar. No branch is empowered to pass orders in contravention of the orders

passed by the Zonal Office under any circumstances. Bank has further pleaded that there is no contrary order at all. It is only on wrong stretching and misinterpretation of the orders dated 2-2-95 passed by the Branch Manager which provides spread of over timings of the part-time sweeper, Ashok Kumar, after deducting lunch hours during Monday to Friday the total working hours is only 29 hours per week and not more. This fact was communicated to Sri Ashok Kumar vide Order dated 11-1-96. The matter of service conditions or change of service conditions are not involved in the present case. His scale wages at no stage was ever enhanced from 3/4th to full pay as he was not eligible for full pay by virtue of his seniority as per policy of the Bank. Posting of part-time sweeper is done in the Branch looking to the carpet area as per policy formulated by the Bank. Scale wages of part-time sweepers are determined depending upon station-wise seniority of part-time sweepers in their scale as and when the vacancy of higher scale wage arises at a particular station. On the basis of above it has been prayed that the claim of the union be rejected being devoid of merit holding that the union is not entitled for any relief in respect of Ashok Kumar as claimed by them.

6. Union has also filed rejoinder but nothing new has been pleaded by them except reiterating the stand already taken by it in its claim statement.

7. Both contesting parties have left oral evidence, whereas management has also filed documentary evidence, workman has also filed documentary evidence. Needless to mention that as both contesting parties have filed photocopies of documents instead of filing original documents, therefore documents in the shape of photocopy cannot be read as a piece of reliable and cogent evidence. If it is so, legal presumption that can be drawn that there is no documentary evidence from the side of both contesting parties.

8. Now there remains oral testimony of the parties. Whereas Workman has examined himself as WW-1, Bank examined its Officer, Sri Anil Kumar Pujara as MW-1.

9. Heard the arguments of the parties and perused the records of the case carefully.

10. The first and foremost point which arises for determination by this Tribunal on the basis of pleading raised by the contesting parties in the present case is as to whether the workman can be granted the relief as claimed by the union by bye passing the relevant recruitment process through which wages of part-time sweeper are determined as per carpet area and as per hours of work.

11. The authorized representative for the opposite party has drawn the attention of the Tribunal towards the Circular of I.R. Deptt. of Central Office, Mumbai of the Bank and it has been argued that as the workman's working hours do not exceed 29 hours per week and he is being rightly paid on 3/4th of scale wages plus admissible allowances.

12. On the other hand it has been argued on behalf of the union that reduction in the working hours under

Order dated 2-2-95 would amount to material change in service conditions applicable to the workman.

13. After considering the rival contentions of the parties together with oral testimony the Tribunal is not prepared to believe the case set up by the union. It has been specifically pleaded and proved by the management that in branch where the workman was working as part-time sweeper on 3/4th of scale wages, a full time sweeper is already working there on full pay. Therefore there is no need to post another full time sweeper or to convert the concerned workman into full time sweeper. It has also been proved by the opposite party bank that wages of part time sweeper are determined on the basis of station-wise seniority and having regard to the hours of work and carpet area of any particular branch. It is not the case of the workman that he was senior most at the station where he is posted. Therefore the Tribunal believes the case of the Bank that there was no need of posting another full time sweeper in the presence of full time sweeper already working in the Branch. Moreover recruitment rules for posting of part-time sweepers cannot be ignored and any appointment deferring such recruitment rules will amount to invalid appointment. From this point of view workman cannot be assumed to have been vested with any right for his posting as full time sweeper in the branch under the orders of the Branch manager dated 2-2-95 which has been issued in contravention of the orders dated 16-8-90 of Zonal Office of the Bank. Workman can also not claim as a matter of his right to be posted as full time sweeper in the branch. In view of above the claim of workman appears to be misconceived and devoid of merit.

14. For the reasons discussed above it is held that the action of the management of Union Bank of India is justified when it denied full time wages to Sri Ashok Kumar from February 1997. The Union/workman is therefore held not entitled for any relief as claimed by them.

15. Reference is answered accordingly in favour of management and against the union/workman.

SURESH CHANDRA, Presiding Officer
नई दिल्ली, 1 फरवरी, 2007

का.आ. 585—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 71/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/60/2000-आई आर (बी-II)]
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 1st February, 2007

S.O. 585.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 71/2000) of

the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India and their workman, received by the Central Government on 01-02-2007.

[No. L-12012/60/2000-IR(B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR.

I.D. No. 71 of 2000

In the matter of Dispute between :

Shri Anil Kumar Pathak
S/o Sri Brij Behari Pathak
Chabi Talab Road
Lodhakuan Ki Kulia
Banda, U.P.

And

Central Bank of India

Through : The Regional Manager
Central Bank of India
Regional Office
Gwalior Road
Jhansi, U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi, *vide* notification No. L-12012/60/2000-IR(B-II) dated 11-08-2000 has referred the present dispute for adjudication as under :—

“Whether the action of the management of Central Bank of India, in terminating the services of Sri Anil Kumar Pathak, w.e.f. 30-06-95 is legal and justified ? If not what relief the workman concerned is entitled to?”

2. The case of the workman, in short, is that he was engaged on 12-05-89 as temporary Peon at bank's Banda branch and worked continuously till 30-06-95 when the services of the workman were abruptly terminated by the bank without any reason, without making payment of notice pay, notice or retrenchment compensation which is violative of Section 25-F of the I.D. Act, 1947.

3. Workman has further pleaded that his temporary engagement falls within para 20.7 of first Bipartite Settlement dated 19-10-1966. As the workman has completed 240 days of continuous service preceding one year from the date of his termination from the services of the bank i.e. 30-06-95 his services could not have been terminated without complying with the provisions of Section 25-F of I.D. Act, 1947. As the work and conduct of the workman remained ever satisfactory, the then Branch Manager of Banda branch of the bank *vide* his letter dated 09-05-91 and 21-04-93 recommended the case of the workman for absorption on permanent basis in the services of the bank referring letter No. CO/90-91/622 dated 12-03-91 issued by Central Office of the bank clearly

stating that as the workman has worked in the Bank as Peon on temporary basis hence his case be considered for recruitment process of sub-staff in the bank. The bank should have absorbed the workman on permanent basis in the sub-staff cadre of the bank in terms of bank's circular dated 12-3-91 having regard to his continuous working from 12-5-89 to 30-6-95 which clearly provides that persons working more than 240 days in a calendar year are eligible for permanent employment in the services of the bank outrightly without facing selection process. The action of the Bank is against the spirit and wishes of the Bank's circular dated 12-8-91. The bank has deliberately flouted their own rules and provisions to deprive the workman from getting permanent employment as Peon in the Bank. It is nothing but a case of unfair labour practice under Section 2 (ra). After illegal dispensation of the services of workman bank made several fresh appointments on regular basis under its Jhansi Region in which District Banda also falls, by opening various branches ignoring the valid claim of the workman. It is in breach of Section 25-H of I.D. Act, 1947. Workman has also stated that he was the only person working as Peon in Banda branch of the bank during the period 12-5-89 to 30-6-95 and no permanent Peon was there which obviously shows and establishes the fact that workman has worked as Peon at Bank's Banda branch. This position is still continuing as one Dinesh S/o Sri Girija Maharaj, Daftari of the branch is working in the branch and receiving his wages when the voucher is signed by his father in the name of Dinesh. This clearly shows that bank is habitual in extracting human labours without making payment of wages prescribed under rules and law.

4. Bank should have paid full wages plus admissible allowances to workman during the period of his engagement whereas he was paid on daily rate basis, thus the Bank has flouted settled principle of law "**Equal Pay for Equal Work**" as enshrined under Article 39 (a) of the Constitution of India, as well as against the principles of natural justice. In any view of the matter Bank should have honoured its own circular dated 12-8-91 and should have given permanent appointment to the workman at the post of Peon but the same has not been done by the concerned officers of the Bank for the reasons best known to them, therefore illegal termination of the services of the workman w.e.f. 30-6-95 is liable to be set aside being in gross violation of bank's own rules framed and circulated *vide* circular dated 12-8-91.

5. On the basis of above workman has prayed for his reinstatement in the services of the bank with full back wages, continuity of service and consequential benefits at the post of Peon w.e.f. 30-6-95.

6. The opposite party Bank filed the written statement in which the Bank has denied that there remained no relationship of master and servant between the Bank and Sri Anil Kumar Pathak, the workman of the present case. It would not out of place to mention here the plea raised by the Bank denying relationship of

employer and employee is absolutely devoid of merit in view of letter dated 9-5-91 and 7-10-93 in which the Branch Manager have recommended the case of the workman for regular appointment showing him to have worked as Peon at Bank's Banda Branch for the period 12-5-89 to 31-1-90. This letter was addressed to Regional office, Jhansi referring circular No. CO/90-91/622 dated 12-3-91. Therefore the plea raised by the Bank is rejected by the Tribunal.

7. On merit of the case it has not been denied by the the Bank that the workman was not engaged by them. Rather it has been pleaded that the workman was engaged for providing water from outside the premises of the branch for which he was paid his wages. Bank has also admitted the fact that the workman *vide* application dated 6-2-93 made request for appointment as regular employee of the bank but he could not be considered fit for the appointment.

8. On the basis of above it has been pleaded by the Bank that there is no merit in the case of the workman therefore the workman is not entitled for any relief as claimed by him.

9. Whereas workman has adduced his oral evidence as WW-1 in support of his claim, apart from documentary evidence, management was given repeated opportunities for their evidence by the Tribunal on 30-11-04 and 3-3-05, but when no evidence was led by them management was debarred from evidence by Order dated 3-3-05. Thus there is sole testimony of the workman by means of which the workmen has provided his claim before this Tribunal.

10. Needless to mention that even the authorized representative for the bank representing the case before this Tribunal did not care to cross examine the workman therefore the evidence of workman goes uncontested and the Tribunal under the facts and circumstances of the case has no option but to believe the claim of the workman that he was illegally removed from the services of the Bank w.e.f. 30-6-95 in gross violation of provisions of Section 25-F, 25G and 25-H of I.D. Act, 1947, and also in violation of Bank's own rules circulted *vide* circular No. CO/90-91/622 dated 12-8-91 issued by Central Office of the Bank.

11. For the reasons discussed above that workman is held entitled to be reinstated in the services of the Bank at the post of Peon w.e.f. 30-6-95 together with full pay and allowances. Workman is further held entitled for his seniority and all consequential benefits attached with the post. Management is directed to make payment of wages in the above terms to the workman within 30 days from the date of publication of this Award, failing which workman will be entitled for interest @ 8% p.a. pendant elite and future,

12. Reference is therefore answered accordingly in favour of the workman and against the management of Central Bank of India.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 1 फरवरी, 2007

का.आ. 586.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय, सख्तनक के पंचाट (संदर्भ संख्या 71/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2007 को प्राप्त हुआ था।

[र.एल-12011/3/2004-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 1st February, 2007

S.O. 586.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 71/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Punjab National Bank and their workman, received by the Central Government on 1-2-2007.

[No. L-12011/3/2004-IR(B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
LUCKNOW**

PRESENT:

SHRIKANT SHUKLA : Presiding Officer

I.D. No. 71/2004

Ref. No. L-12011/3/2004-IR(B-II)

Dt. 19-7-2004

Between :

The General Secretary,
Punjab National Bank Worker's Union,
C/o. A-58, Mendaur Awas Vikash Colony,
Teliaganj,
Allahabad

And

The Regional Manager,
Punjab National Bank,
Regional Office,
The Mall Cantt.
Varanasi (U.P.)-221002

AWARD

The Government of India, Ministry of Labour, New Delhi referred the follwong dispute *vide* No. L-12011/3/2004-IR(B-II) Dated 19-7-2004 to the presiding officer. CGIT-cum-Lanour Court, Lucknow for adjudication;

"Whether Sh. Rakesh Khare, Head Cashier, Category C is Entitled to receive dier/halting allowance from the managment of Punjab National Bank for the period from 1-7-97 to 30-6-2001 during the period he was posted at extension counter, Raymond Synthetic Ltd. Karchhana? If so what relief he is entitled to?"

Parties filed their pleadings in the court and lead evidence in the court but during the proceedings the parties availed the opportunity to settle the dispute in Lok Adalat. The issue is accordingly disposed of in terms of compromise arrived at which is paper No.C-25. Award passed accordingly. C-25 will be part of the award.

Lucknow 19-1-2007

**SHRIKANT SHUKLA, Presiding Officer
No. C-25**

We, Shri Rakesh Khare S/o Shri Durga Prasad Khare, presently working as Head Cashier Cate. E at BO : Civil Lines, Allahabad the employee, on the first part.

AND

Shri K.P. Sharma, S/o Late Satya Narayan Sharma presently working as Sr. Manager (HRD) at Regional Office, Varanasi for and behalf of Punjab National Bank, RO Varanasi having, its Head Office at 7 Bhikhaji Cama Place, the employer, on the second part agrees and undertake as under :—

(1) The employee undertake to withdraw the "I.D. Case No. 71/2004-Rakesh Khare V/s PNB" before CGIT-cum-Labour Court Lucknow and the employer undertake to pay a sum of Rs. 70,000 only (Rs. Seventy thousand only) as full and final settlement to wards the demand of Rs. 11,38,32.50 lacs (one lac thirteen thousand eight hundred thirty two and paisa fifty only) plus intt. under ID case No. 71/2004 and the employee agrees to it with an undertaking that no claim of any kind will be raised in this regard in future.

(2) The employer undertake that he will not claim any monetary benefit of any nature whatsoever may be in connection with his posting/deputation to erstwhile E/C RSL under BO : Naini Allahabad from the period 1-7-1997 to 30-6-2001 and all such claim if any be treated as settled.

(3) The employee undertake that in future he will not file any suit/writ/application before any court of Law/Tribunal or any competent authority appointed under the law of the land for redressal of grievances of whatsoever nature in connection with this posting/deputation at erstwhile EC RSL, under BO : Naini, Allahabad, from the period 1-7-1997 to 30-6-2001.

(4) The employee declares the except ID No. 71/2004, there is no claim pending in any court of Law/Tribunal/Competent Authority appointed under law for redressal of grievances of whatsoever nature in connection with his posting/deputation at Erstwhile EC RSL, under BO : Naini, Allahabad from the period 1-7-1997 to 30-6-2001.

This agreement is made at Lucknow on 19th day of January 2007.

(RAKESH KHARE)
The Employee

K. P. SHARMA, for
and on behalf of
Punjab National Bank.

3. Witness
4. Witness

नई दिल्ली, 1 फरवरी, 2007

का.आ. 587.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 63/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-02-2007 को प्राप्त हुआ था।

[सं. एल-12011/1/95-आई आर (बी-II)]

राजिंद्र कुमार, डेस्क अधिकारी

New Delhi, the 1st February, 2007

S.O. 587.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 63/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 1-2-2007.

[No. L-12011/1/95-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

I.D. NO. 63/1997

In the matter of dispute between :

Sri B.P. Mishra, President, Indian National Bank Employees Federation (U.P. State Union) S-581, Yashoda Nagar, Kanpur, U.P.
And

The Regional Manager, Punjab National Bank Birhana Road, Kanpur, U.P.

AWARD

In Consideration of Ministry of Labour, New Delhi vide Notification No. L-12011/01/95-IR(D-II) dated 30-12-1996, has referred the present dispute for adjudication as under:

1. क्या केन्द्रीय प्रबंधक, पंजाब नेशनल बैंक, कानपुर द्वारा श्री कमलेश चतुर्वेदी, विशेष सहायक को दिनांक 01-10-93 से 03-11-93 तक कानपुर भता (प्रोफेशनल क्वालीफिकेशन एलाइंस) द्वारा भूमिका करने के लिए 18 प्रतिशत की दर से ब्याज न देना न्यायाल्पत्र है? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुतोष का हकदार है?

2. क्या केन्द्रीय प्रबंधक, पंजाब नेशनल बैंक, कानपुर द्वारा श्री कमलेश चतुर्वेदी, विशेष सहायक को 01-11-93 से 02-11-94 तक का कम्प्यूटर इन्क्रीमेन्ट एलाइंस देरी से देने

पर 18 प्रतिशत की दर से ब्याज न देना न्यायाल्पत्र है? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुतोष का हकदार है?

3. क्या केन्द्रीय प्रबंधक, पंजाब नेशनल बैंक, कानपुर द्वारा श्री कमलेश चतुर्वेदी, विशेष सहायक जो कि इण्डियन बैंकर्स एसोसिएशन के राष्ट्रीय कार्यकारिणी सदस्य को 17 दिन की विशेष छुट्टी न देना न्यायाल्पत्र है? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुतोष का हकदार है?

4. क्या केन्द्रीय प्रबंधक, पंजाब नेशनल बैंक, कानपुर द्वारा श्री कमलेश चतुर्वेदी, विशेष सहायक को स्टैगनेशन इन्क्रीमेन्ट न देना न्यायाल्पत्र है? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुतोष का हकदार है?

2. At the outset it may be pointed out that the workman Sri Kamlesh Chaturvedi, who is also Secretary of the Union raising the dispute, appeared before the Tribunal on 12-01-2007 and made an endorsement on Statement of Claim to the effect that point no. 1, 2 and 4 are not pressed. In view of it now there remains only issue no. 3 of the schedule of Reference Order which is required to be determined by this Tribunal.

3. In short the claim of the Union raised on behalf of the workman is that he is an active trade union worker and is ventilating the grievances of trade union before the opposite party bank for the last 18 years and is holding various posts in the Trade Union organization. It has further been pleaded by the Union that on account of Trade Union activities of Sri Kamlesh Chaturvedi the officers of the opposite party bank feels animosity with the workman and they are acting in utter disregard and in violation of the provisions of Bipartite Settlement with a view to deprive the workman from certain benefits for which he is entitled.

4. As observed earlier the case of the union is restricted only on issue no. 3 mentioned in the schedule of Reference Order therefore only such pleadings are incorporated in the body of this Award which are relevant and connected with issue no. 3. Rest of the pleadings of the union on issue no. 1, 2 and 4 mentioned in the schedule of Reference Order are ignored in view of the endorsement made by the workman on Statement of Claim on 12-01-2007.

5. On issue no. 3 the case of the union of behalf of the workman is that in terms of para 39 workman is entitled for special casual leave for 17 days per year being national executive member of Indian National Bank Employees Federation. It has also been pleaded by the union that in violation of aforesaid provisions of Bipartite Settlement opposite party bank is not granting special casual leave to the workman with ulterior motive and also with a view to eliminate trade union activities. Union has further pleaded that Indian Bank Association vide their Circular No. PD/CIR/76/H(a)/1561 dated 16-11-1990 informed their member banks that the office bearers of Indian National Bank Employees Federation are entitled to the facility of special

casual leave for 17 days each year and had also circulated a list of such office bearers who were found eligible by them for grant of special casual leave for 17 days each year. In the said list the name of the workman Sri Kamlesh Chaturvedi figured at Sl. No. 19. It is the further case of the union that leave applied for attending meetings and conferences of Indian National Bank Employees Federation and its affiliates were either treated as casual leave or privilege leave by the bank is in gross violation of settlement as well as circular (supra) issued by the Indian Banks Association indicating the name of the workman to be an eligible candidate for the benefit of special casual leave for 17 days in each year. Lastly it has been prayed that action of management of Punjab National Bank on issue No. 3 be held illegal and unjustified and the workman be held entitled for 17 days special casual leave each year being an office bearer of trade union, or, in the alternative bank be directed to make payment of salary for 17 days for each year together with pendent elite and future interest at the rate which is deemed proper and fit by this Tribunal.

6. The Bank has contested the claim of the union and has filed a detailed written statement. In reply to para 5 of the Statement of Claim filed by the Union bank has not denied the fact that the workman is not entitled for relief on point No. 3 of the schedule of Reference Order.

7. Therefore normal presumption in the eye of law would be that once a fact pleaded by a party is not denied specifically by the other side, it will be presumed that the allegation of the union raised in para 5 of statement of claim of union on behalf of workman are accepted to the bank.

8. After exchange of pleadings between the parties union has examined its witness, Sri Kamlesh Chaturvedi, in support of its case. No. evidence have been led by Sri Govind Chaturvedi, authorized representative for the bank who contested the claim before this Tribunal.

9. At this stage Tribunal feels no hesitation in observing that the authorised representative for the Bank who contested the claim of the union before this Tribunal was not having adequate knowledge and experience on the point as to how cases are conducted before competent Court of Law on behalf of the Bank for otherwise Shri Govind Chaturvedi, authorised representative for the Bank must have adduced evidence in support of management's case. Even otherwise as there is no pleadings on records on behalf of the Bank in their written statement as to how workman is not entitled for the relief claimed by him on point no. 3 of schedule of Reference Order, the claim of the workman cannot be denied.

10. Therefore the stand of the union on issue No. 3 of schedule of Reference Order as pleaded by him in para 5 of Statement of Claim goes uncontested and unrebutted.

11. Union by means of their evidence has clearly established their case as pleaded by them in para 5 of their

Statement of Claim. By way of corroboratory evidence union has also filed the Circular dated 16-09-1990, issued by Indian Banks Association, Personnel Deptt., Statium House, Block No.3, Veer Nariman Road, Bombay, which has been issued in terms of Clause 13.39 (a) and (b) of first Bipartite Settlement dated 19-10-1966 enclosing therewith a list of office bearers of Indian National Bank Employees Federation wherein the name of workman Sri Kamlesh Chaturvedi appears at serial No. 19. The circular indicates that the facility of special casual leave will now be available among others to the office bearers and Central Committee Member of Indian National Bank Employees Federation. The facility may be extended w.e.f. 01-01-1990.

12. The union in their evidence has clearly established their claim by documentary as well as oral evidence. Whereas management has palpably failed to establish the claim of the Bank, by adducing relevant evidence.

13. As neither there is any pleading nor any evidence on behalf of opposite party Bank on issue No. 3 of schedule of Reference Order therefore the Tribunal is bound to believe the claim of the union raised on behalf of the workman, Sri Kamlesh Chaturvedi. Moreover claim of union on issue No. 3 of schedule of Reference Order goes uncontested as such the claim of the union cannot be disbelieved.

14. For the reasons discussed above it is held that the action of the management on issue No. 3 of schedule of Reference Order is neither legal nor just. Accordingly workman is held entitled wages for 17 days each year for special casual leave on account of his being office bearer of Indian National Bank Employees Federation and also on account of the fact that he was held entitled for 17 days special casual leave by Indian Banks Association vide their circular dated 16-11-1990 with which a list of office bearers who were held entitled for 17 days special casual leave each year was also annexed in which the name of workman, Sri Kamlesh Chaturvedi figured at serial No. 19. It has also been established by the union that instead of granting special casual leave in terms of above circular on account of workman's trade union activities Bank had adjusted the leave applied by the workman for attending the meetings of the Indian National Bank Employees Federation and its affiliates against his due casual leave or privilege leave which is highly in derogation of aforesaid circular.

15. Therefore the Bank is directed to make payment of 17 days' wages per year for the period 1993 to 1997 within 30 days from the date of publication of this Award, failing which workman shall be held entitled for interest @ 18% p.a. pendent elite and future interest.

16. Accordingly issue No. 3 of schedule of present Reference is answered in favour of the union/workman and against the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 1 फरवरी, 2007

का.आ. 588.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 16/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-02-2007 को प्राप्त हुआ था।

[सं. एल-12012/256/95-आई आर (बी.-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 1st February, 2007

S.O. 588.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 01-02-2007.

[No. L-12012/256/95-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM-LABOUR COURT, KANPUR.

I.D. No. 16 of 1997

In the matter of dispute between:

Sri Om Prakash Kapoor
Secretary, Allahabad Bank Staff Association
C/o Allahabad Bank
Maldahia, Varanasi, U.P.

And

The Asstt. General Manager
Allahabad Bank
Zonal Office
Nadesar, Varanasi, U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide Notification No. L-12012/256/95-IR (B-II) dated 03-01-1997 has referred the present dispute for adjudication as under—

“Whether the action of management of Allahabad Bank, in not giving full scale of wages and status of full time Sweeper to Sri Mohan Lal formerly Part Time Sweeper at their Chowk branch, Varanasi in terms of Bipartite Settlement dated 24-04-1989 along with other consequential benefits is justified ? If not, to what relief the workman is entitled ?”

2. The case of the workman, in short, is that a vacancy of Sweeper fell vacant at Bank's Chowk branch, Varanasi on 19-04-1984 on account of retirement of one Sri Shiv. Against that vacancy the workman was appointed as part-time Sweeper on one-third scale of pay as applicable to employees in subordinate cadre. As per settlement a full

time Sweeper was to be posted if the scavenging area of the branch is more than 4500 sq. ft. It is also pleaded by the workman that the Chowk Branch of the Bank is housed on first and second floor of the building having total carpet area 7010 sq.ft. Having regard to the carpet area the workman ought to have been paid full salary w.e.f. 22-04-1989 as per Clause 3 (b) of Chapter III of the Bipartite Settlement. Workman has further pleaded that after signing the settlement dated 22-04-1989 Bank did not pay full salary to him. The management transferred to workman to Maduadiah branch of the Bank in the month of February 1993 and brought Smt. Rani Devi, part-time Sweeper from Maduadiah branch to Chowk branch, Varanasi where she was paid full salary and allowances having regard to the sweeping carpet area. It is alleged that action of Bank in not paying full scale wages and status of full time Sweeper is illegal and unjustified. Lastly it has been prayed that the workman be allowed full wages w.e.f. 22-04-1989 with consequential benefits.

3. Bank has contested the claim of the workman admitting the fact that there are prescribed rules for recruitment of part-time sweepers and their change of cadre is made on the basis of station-wise seniority for which no application is required by the Bank. It has also been admitted by the Bank that a vacancy became vacant from 01-08-1984 on account of voluntarily resignation of Sri Shiv, part-time Sweeper and that the workman was engaged at the said branch on one-third scale of pay in the place of his maternal grandfather. Scale of pay i.e. one-third, two-third and three-fourth are payable to a part-time sweeper having regard to the carpet area and working hours. Bank has denied that the workman was entitled for full scale wages as per settlement as the same is payable only on the basis of station-wise seniority and not otherwise. It has further been pleaded that after change of cadre of the eligible candidate in terms of settlement for Chowk branch, Varanasi, the temporary part-time assignment of the concerned workman automatically came to an end. However workman was appointed in regular vacancy of part-time Sweeper on one-third scale of wages vide appointment letter dated 23-02-1993 with its posting at Maduadiah branch, Varanasi where he joined on 27-02-1993 without any protest for which otherwise he had no grounds. Smt. Rani Devi was senior to the concerned workman in service as she was appointed on permanent basis as part-time sweeper on one-third scale of wages since 11-10-1980 and on one-half scale of wages from 01-12-1991 and on full pay on 01-03-1993. Bank has disputed the carpet area of Chowk branch of the Bank and according to them the carpet area of Chowk branch, Varanasi is 6000 sq. ft. instead of 7010 sq. ft. On the basis of above pleadings it has been prayed that claim of the workman is devoid of merit and is liable to be rejected.

4. After exchange of pleading between the parties both parties led oral as well as documentary evidence in support of their respective claims. Whereas workman has examined himself as WW-1 on 22-05-1998, management examined as its Officer as MW-2 on the same date.

5. Tribunal has heard the arguments of the contesting parties at length and have gone through the records of the case carefully.

6. Workman witness in his evidence has stated that on 19-04-1984 post of part time sweeper became vacant on account of retirement of one Sri Shiv, part time sweeper. He was appointed on 19-04-1989 on the said post on one-third scale of wages. He was posted on 27-02-1993 at Maduadih branch of the Bank.

7. Management witness on oath has stated that he remained posted at Chowk branch, Varanasi during the period 1972 to 1984. Witness has also admitted the fact that the carpet area of the branch is 7010 sq. ft. Witness has further admitted the fact that on 22-04-1989 a settlement was arrived at between the management and the Union and it was agreed upon that full wages will be paid to part-time sweepers of branches where carpet area exceeds 4500 sq. ft. It was also agreed upon that senior most part-time sweeper will be considered in order of their posting as part-time sweeper in the branches.

8. From the evidences of both witnesses it is clear that none of them were cross examined by other side.

9. From the above pleadings and oral evidence of the parties short question which arises for consideration is "as to whether the workman can be held entitled to full wages w.e.f. 19-04-1984 of the post of Sweeper, as claimed by him, or not.

10. It may be pointed out that instead of filing originals of documents management has preferred to file photocopies of documents in support of their claim. It is settled principle of law that photocopies of documents are not admissible as evidence by a competent Court of Law, therefore the documents in the nature of photocopies filed by the Bank are ignored to be read as evidence by this Tribunal. Now their remains only oral testimony of the contesting parties which will be considered for determining the issue.

11. Management has also filed a copy of settlement dated 22-04-1989 on the subject of change of cadre of part-time sweepers of which Sub-Clause (i) of Sub-Clause (a) of Clause 3 of the settlement provides as under—

(i) "Change of cadre of part-time sweeper drawing consolidated pay of Rs. 175 to one-third of the scale wages or part-time sweepers drawing one-third of the scale wages to one half of the scale wages or part-time sweepers drawing three-fourth of scale wages to full scale wages or part-time sweepers drawing half of scale wages to three-fourth of scale wages, as the case may be, will be made on the basis of 'stationwise' seniority. For such change of cadre no application will be invited."

From the above provisions it is crystal clear that change of cadre of part-time sweepers are to be made strictly on the basis of stationwise seniority and not otherwise. It has been specifically pleaded by the Bank in their pleadings that the workman was appointed by order in writing against clear and permanent vacancy of part-time sweeper at Bank's Maduadih branch, Varanasi w.e.f. 23-02-1993 and workman joined the post on 27-02-1993 on one-third scale of pay. It has also been pleaded by the bank that Smt. Rani Devi was senior to the workman as part-time sweeper on one-third

scale of wages having appointed on 11-10-1980 and on one-half scale on 01-12-1991 and on full pay from 01-03-1993 and she was appointed at Bank's Chowk branch on change of her cadre from part-time on one-half scale wages to full time scale wages w.e.f. 01-03-1993.

12. The facts pleaded by the Bank in para 13 of written statement have not been specifically denied by the workman in his rejoinder. Moreover from the evidence of the parties it is established that the workman for the first time was appointed by the Bank on one-third scale of pay as part-time sweeper in terms of appointment order dated 23-2-1993. If it is so, the claim of the workman appears to be devoid of merit for the reasons that the workman stands nowhere when he served the bank as part-time sweeper prior to 27-2-1993 at bank's Chowk branch, Varanasi. He cannot be given any benefit of seniority etc. as compared to Smt. Rani Devi in terms of agreement dated 22-4-1989, which was applicable only to such part-time employees who were on regular and permanent employment of the Bank as part-time sweepers. There appears no illegality in the action of the Bank when it posted Smt. Rani Devi at Bank's Chowk branch on full wages treating her to be senior most employee at the station. This action of the bank is in consonance with the settlement dated 22-4-1989 relevant portion of which have already been quoted above. From this point of view the Tribunal is of considered view that the claim of the workman is fully falls outside the scope and ambit of the settlement dated 22-4-1989 therefore the workman cannot be held entitled for the relief claimed by him in the present case.

13. Admittedly there is nothing on record from the side of the workman to show that the workman was ever appointed on the post of part-time sweeper at Bank's Chowk branch, Varanasi by order in writing which became vacant on account of retirement of Sri Shiv, part-time sweeper w.e.f. 19-4-1984, therefore no benefit or advantage of services rendered by the workman w.e.f. 19-4-1984 to 27-2-1993 can be granted to the workman what to say allowing him to full wages as his claim, as observed above, fully falls, outside the scope and ambit of the agreement dated 22-4-1989.

14. For the reasons discussed above it is held that the workman is not entitled for any relief as claimed by the Union on his behalf in the present dispute.

15. Accordingly reference is answered in favour of the management and against the workman.

SURESH CHANDRA, Presiding Officer
नई दिल्ली, 2 फरवरी, 2007

का.आ. 589.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, कानपुर के पंचाट (संदर्भ संख्या 35/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2007 को प्राप्त हुआ था।

[सं. एल-12025/8/2006-आई आर (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 2nd February, 2007

S.O. 589.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 35/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 1-2-2007.

[No. L-12025/8/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

I.D. No. 35 of 2006

In the matter of dispute between:

Sri Vijay Kumar Srivastava
C/o Sri V. K. Gupta
General Secretary
S.B.I. Staff Association
2/363, Number, Agra, U.P.

AND

The Asstt. General Manager
Regional I
Zonal Office
Sanjai Palace, Agra, U.P.

AWARD

1. At the outset it may be pointed out that the present application under Section 33-A of I.D. Act, 1947 has been entertained by this Court in compliance of Orders dated 8-2-2006 passed the Hon'ble High Court, Allahabad in C.M.W.P. No. 65201 whereby the Hon'ble High Court was pleased to direct the petitioner/workman in the following manner—

In view of the aforesaid, this petition is dismissed with the leave of the Court that petitioner may approach to Labour Court for adjudication of his claim.

The case as setup by the workman in his Statement of Claim is that he was appointed as Messenger on 7-1-1966 by the opposite party State Bank of India, Agra. He was promoted as Godown Keeper on 22-9-1981 in clerical cadre. The workman was transferred from Agra Main Branch to Industrial Estate Branch, Nunhai, Agra. The work and conduct of the workman remain ever satisfactory. As godown keeper he was asked to supervise, checking the godown of Sri R. D. Singhal who was running Soldering Wire Industry and was having a godown. The Firm of R. D. Singhal was sanctioned a Cash Credit Limit after completing all required formalities while the workman was working as godown keeper. The workman verified stock of the aforesaid Firm before sanction of Cash Credit Limit and the statement prepared by him was also verified and checking by the Field Officer and other higher authorities of the Bank before sanction of the limit. The

workman as pleaded by him has no role in sanction of Cash Credit Limit to the aforesaid borrower Sri Singhal.

2. The workman was chargedsheeted by the bank on 03-5-1986 on the basis of some fictitious complaint. The applicant submitted the reply of the said charge sheet on 14-5-86 denying the allegations mentioned in the charge sheet on the ground that the same were arbitrary, unfair, unfounded, baseless and cooked up. Workman has further pleaded that the opposite party bank did not conduct the enquiry as required under the service condition of the applicant. The workman was placed under suspension w.e.f. 25-8-87 on the basis of criminal case filed by the bank before the C.B.I., Dehradun. Workman has been issued tentative decision of terminating his services of the bank vide Order dated 9-2-2000 even without conducting any departmental enquiry. The applicant represented against the aforesaid illegal order of the bank on 9-3-2000 and 22-3-2000 but all in vain and ultimately he was removed vide Order dated 15-5-2000. Appeal preferred by him against dismissal order was also rejected by the Appellate Authority vide Order dated 12-9-2000. On the basis of above it has been prayed that issue as together the action of the management of State Bank of India terminating the services of the workman w.e.f. 15-5-2000 is fair, just and legal and if not what relief the workman is entitled to.

3. In the end it has been prayed that the above issue be decided in favour of the workman holding that the workman is entitled to be reinstated in service with full back wages, seniority and all consequential benefits attached with the post.

4. The opposite party Bank filed an exhaustive reply alleging therein that the workman was suspended as the charge sheet under Section 120-B, 420, 468 and 471 of I.P.C. was filed in the Court of Special Magistrate, C.B.I., Dehradun on 31-05-87. It was also recommended by the C.B.I. that the workman be placed under suspension with immediate effect. It has also been pleaded by the Bank that the applicant was found guilty under Section 420 of I.P.C. and the workman was given benefit of Probation of Offenders Act, 1958 and was kept on probation for a period of one year. It has been pleaded by the Bank that where case is pending against an employee of the Bank before a Criminal Court, during the pendency of proceedings departmental enquiry are to be kept in abeyance pending completion of trial. As the workman was found guilty and was punished by the Criminal Court no departmental enquiry was necessary or conducted by the Bank and the workman was discharged from the services of the bank with superannuation benefits. It is also admitted by the Bank that where an employee is convicted he may be dismissed with immediate effect from the date of conviction or be given a lesser form of punishment.

5. Bank pleads that it was only after considering on the aspects of the matter and after giving the applicant personal hearing and after considering the circumstances of the case in an objective manner that the competent authority came to the conclusion that the continuance of the workman in the services of the Bank will not be conducive and as such proposed punishment imposed upon him. Workman was given an opportunity of personal

hearing before inflicting the proposed punishment by the disciplinary authority. He was also afforded with an opportunity to prefer an appeal which was not found favour by the appellate authority. Although the workman was to be punished with extreme penalty of dismissal from service without notice still taking a lenient approach workman was awarded the punishment of discharge from services with superannuation benefits after considering all the facts and circumstances by the disciplinary authority which of course is not a disqualification for future employment. Under the facts and circumstances it has been pleaded by the Bank that the workman was given full opportunity for his defence and the Bank has committed no illegality if the workman has been discharged from the services of the Bank with superannuation benefits. Lastly it has been prayed that the application moved by the workman be rejected being devoid of merit.

6. After exchange of pleadings the workman in support of his claim has filed his evidence on affidavit whereas the Bank has filed certain photocopies of documents. It is settled principle of law that photocopies of documents are not acceptable by Courts as a piece of evidence. From this point of view the documents filed by the Bank carries no weight in the eye of law therefore the same cannot be read as evidence from the side of the Bank. Bank has not preferred to adduce any oral evidence during the course of pendency of this dispute despite opportunities granted and availed by the Bank by the Tribunal. Even the representative for the Bank has not made any effort to cross examine the workman on his affidavit, despite the fact that the workman was very much present before the Tribunal on 13-12-2006. It was observed by the Court that no evidence filed by the management.

7. In view of above the Tribunal has no hesitation in holding that the present case is a case in which the representative for the Bank contesting the case before the Tribunal has palpably failed to support the case of the bank by adducing oral evidence.

8. It may be pointed out that it is settled legal position that pleadings raised by a party before Court of Law if not supported by evidence, oral as well as documentary, such party cannot be given any benefit on the basis of mere pleadings. As observed above, since the Bank has failed in adducing oral as well as documentary evidence in support of their claim in the present dispute, and as the evidence of the workman remains uncontested, the evidence of the workman cannot be disbelieved to the effect that the workman has been discharged from service of the Bank without holding proper disciplinary action by the Bank which under no circumstances can be held as legal and just.

9. The pleadings of the Bank remains without any evidence therefore the Tribunal is not inclined to give much weight to the case of the opposite party Bank for want of evidence.

10. It would not be out of place to mention here the action of the management in imposing upon the workman the punishment *vide* Order dated 15-5-2000 appears to be highly discriminated in as much as no action against erring officers was taken by the bank who had sanctioned the cash credit limit to the borrower Sri Singhal. Non-action

against their officers concerned would entail the punishment awarded to the workman as discriminatory therefore the action of the management cannot be sustained in the eye of law and under these circumstance the Tribunal is bound to hold that the concerned officers had been deliberately left escort free. Workman under these circumstances cannot be singled out for awarding extreme penalty by way of removing his services.

11. In the end for the reasons discussed above, it is held that the action of the management in removing the services of the workman w.e.f. 15-5-2000 is neither legal nor justified and is also against the principles of natural justice as well as is in violation of rules governing the service conditions of the workman.

12. Accordingly workman is held entitled to be reinstated in the services of the Bank with full back wages, continuity of service and all consequential benefits attached with the post.

13. Application under Section 33-A of I.D. Act, 1947 moved by the workman is therefore decided in his favour and against the management of State Bank of India.

14. Before parting with it, it may be pointed out that as the Bank in his pleading has admitted that where an employee is convicted he may be dismissed with immediate effect from the date of conviction or be given lesser form of punishment. If it is so, the punishment awarded to the workman appears to be highly extreme having regard to the pleadings raised by the Bank that the workman was released on probation under Probation of Offenders Act, 1958 and he remained on probation for a period of one year. Under these circumstances it will be open for the bank to consider the case of the workman as afresh and he may be awarded any lesser punishment other than discharge, removal or termination, if Bank so chooses.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 2 फरवरी, 2007

का.आ. 590.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 23/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/161/97-आई आर (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 2nd February, 2007

S.O. 590.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 1-2-2007.

[No. L-12012/161/97-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR**

I.D. No. 23 of 1998

In the matter of dispute between :

Sri Ramakant Agnihotri
C/o Sri O. P. Mathur,
117/36-K, Sarvodaya Nagar,
Kanpur, U.P.

And

The Asstt. General Manager,
State Bank of India,
Mall Road, Kanpur, U.P.

AWARD

1. Central Government, Ministry of Labour, New Delhi *vide* Notification No. L-12012/161/97-IR (B-1) dated 3-2-1998 has referred the present dispute for adjudication as under—

“Whether the action of management of State Bank of India, Kanpur in terminating the services of Sri Ramakant Agnihotri w.e.f. 1-9-1996 is legal and justified ? If not, to what relief the said workman is entitled ??”

2. The case as set up by the workman in his Statement of Claim, in short, is that the workman remained in continuous employment with the opposite party Bank for the last ten years and the work, conduct and behaviour of the workman ever remained satisfactory. Applicant as subordinate staff, had performed all permanent and regular work of Peon cum Messenger. It is also pleaded by the applicant that he was working with the opposite party Bank w.e.f. 2-6-1986 and continued to work without any break. He was never issued any warning or any charge sheet during entire period of his employment under the opposite party Bank. He was being paid much less wages by the opposite party bank as a device of exploitation of human labour. Opposite party bank became annoyed with the workman when he raised a demand to enhance his wages and on account of this they retrenched the services of the workman w.e.f. 1-9-1996. The action of the management in terminating the services of workman in the manner shown above is arbitrary, illegal and in breach of provisions of Section 25 of the I.D. Act, 1947. It has also been pleaded by the workman that prior to termination of his services neither he was issued any notice, nor was paid any notice pay nor retrenchment compensation by opposite party bank. The action of bank is wholly illegal and unjustified. The workman has further pleaded that the post against which he was employed by the bank was clear and vacant post. Although he was entitled to be regularized in the services of the Bank still he was terminated from the services by the Bank which is a glaring example of exploitation of human labour and unfair labour practice. In any case workman is entitled to be reinstated in services of the Bank. It was also pleaded by the workman that he was appointed by the Bank and was regularly signing the Attendance Register. Workman has further pleaded that w.e.f. 1986 to 1-9-1996 workman had worked continuously

for more than 240 days in each calendar year, still he was terminated by the authorities of the Bank in colourable exercise of the managerial powers. In the end workman has pleaded that juniors to him by name Mr. Naresh, Mr. Jagdish etc. are still working with the Bank whereas he has been removed from the services of the Bank in violation of Section 25-G of I.D. Act, 1947. As the workman has not been provided with an opportunity of re-employment while inflicting fresh hands in the services of the Bank, the action of the management is further violative of the provisions of Section 25-H of the I.D. Act, 1947. In the end workman has also pleaded that the action of management is also violative of provisions of Section 25-F of I.D. Act, 1947. Lastly it has been prayed that he be reinstated in the services of the bank with full back wages, continuity of service and with all consequential benefits attached to the post.

3. The claim of the workman has been contested by the Bank on variety of grounds in as much as it has been pleaded by the opp. party bank that the workman was appointed by Local Implementation Committee (in short LIC for the sake of brevity) which is a separate entity and unit having no nexus with the activities of the State Bank of India. LIC runs on the basis of ‘no profit no loss’ and the persons employed by LIC are not under the supervision and control of the Bank. Although the Bank is not obliged to create welfare measures for their employees still as a welfare measure the Bank used to grant compensation to LIC for providing tea etc. to its employees at subsidized rates.

4. It has also been pleaded by the Bank that the workman while working as Canteen Boy has also worked as casual worker which does not confer any right upon workman to be treated as regular employee of the Bank. Bank has denied the fact that workman had ever worked more than 240 days during the period 1-9-1995 to 31-8-1996, therefore question of applicability of provision of Section 25-F of the ID. Act, 1947 in the case of the workman does not arise at all.

5. On merit of the case Bank has alleged that the workman had never worked as Peon cum Messenger and that the persons who are appointed as Peon or Messenger are appointed on scale wages after issuance of Appointment Letter in their favour and they are also required to mark their attendance in Attendance Register and are also given such facilities as are given to regular and permanent employees of the Bank. Workman was paid his wages through vouchers. Bank has further pleaded that workman has not given any pleadings in his Statement of Claim which may attract breach of provision of Section 25-F of the ID. Act, 1947. Bank has further pleaded that workman has been paid his wages through LIC.

6. Rest of the pleadings raised by the opposite party Bank are in the nature of arguments, therefore the Tribunal is not willing to detail them.

7. In the last it has been prayed that the Tribunal is requested to pass a negative Award against the workman.

8. After exchange of pleadings between the parties and also after filing the documents by the parties the workman has adduced his evidence in the case in support

of his claim on 19-12-2003 whereafter the case was fixed on 21-4-2004 for cross-examination of the workman. On 21-4-2004 the opposite party Bank through his authorized representative, Mr. Neeraj Sharma, filed 12 documents and the workman was also cross-examined on that date. Therefore the case was fixed for management evidence on 7-7-2004. Management opposite party examined its witness MW -1 and also filed 13 documents in support of its case. Thereafter case was fixed for arguments.

9. Tribunal has heard the arguments of the respective parties in detail and have also gone through evidence of the parties oral and documentary together with records of the case carefully.

10. From the above pleadings of the parties it is not in dispute that the workman had worked with the opposite party Bank during the period 1986 to 31-8-1996. It is also not in dispute as per own pleadings of the Bank *vide* para 10 of their written statement that the workman, had worked as casual employee of the Bank apart from discharging the work of Canteen Boy.

11. It would not be out of place to mention here that casual employment means such employment which has been made for a day or two or for short period from open market to perform casual nature of work as per exigency of work by the bank, but where a person like the workman is found to have been engaged by the opposite party Bank for years together like the workman i.e. during the period 1986 to 31-8-1996, which fact has not been disputed by the Bank, under these circumstances the workman cannot be held to be a casual employee as alleged by the Bank. As from his evidence it is quite evident that apart from the work of Canteen Boy the workman was also performing the work of Peon-cum-Messenger at Bank's branch where he was appointed as already held above that the workman cannot be treated as casual workman from his evidence it is clearly established that he was working as Peon cum Messenger at the Branch where he was appointed.

12. After examining the evidence of contesting parties the Tribunal opines that the workman has been successfully able to establish his claim that he was working as Peon-cum-Messenger with the opposite party Bank. So far as evidence of opposite party bank oral and documentary is concerned in the light of pleading raised by the management in their reply the tribunal is of the confirm view that the opposite party bank is trying to blow hot and cold in the same breath in as much as bank has categorically admitted that the workman has worked as Canteen boy as well as has also performed as casual labour to clear off the work of permanent nature lying with the branch. Therefore from this point of view it appears that opposite party bank is taking dubious stand in the present case to mislead the Tribunal. It is settled principle of law that a party before competent Court of Law should come with clean hand without concealing the material fact. It is also settled principle of law that divergent stand of a party in a proceedings before competent Court of Law is of no help to such party. Since the opposite party bank in the instant case appears to be in the state of confusion in as much as representative for the bank is not sure as to whether

the workman had worked as Canteen Boy under LIC or as Peon-cum-Messenger in the branch where the workman was appointed. Under these circumstances benefit of doubt goes in favour of the workman and accordingly it is held after appraisal of evidence of the parties that the workman was not working as casual employee or Canteen Boy under LIC. Rather the workman was working as Peon-cum-Messenger with the opposite party Bank in the branch where he was appointed.

13. It has also been argued by the authorized representative for the workman that showing workman to be engaged by LIC and taking work of the post of Peon-cum-Messenger from the workman is nothing but a smoke curtain (comouflage) with a view to defeat the legitimate right of the workman of becoming a regular and permanent employee of the Bank. In reply to it authorized representative for the Bank has cited case law of Hon'ble Supreme Court in the case of State Bank of India and Others Vs. S.B.I. Canteen Employees Union (Bengal Circle) and Others, reported in 2000 LAB. I.C. 1481. With due respect to the law laid down by the Hon'ble Supreme Court in the law cited above it is submitted that the above law is not applicable in the facts and circumstances of the present case according to the own evidence and pleadings placed before this Tribunal wherein the Bank has clearly admitted that the workman apart from discharging regular and permanent work of Peon-cum-Messenger had also worked as Canteen Boy for which he was paid his wages through LIC. If it is so the facts of the present case are clearly distinguishable from the facts and circumstances of the case from the law cited by the management in which Union of Canteen Employees of S.B.I. has claimed their regularization in the services of the Bank, but it is not so in the present case, where the workman has challenged his dismissal as an employee of the Bank. Therefore the law laid down by the Bank is not applicable in the facts and circumstances of the present case.

14. Once having held that the workman was not employed by LIC of the Bank from the evidence of the management it appears that the evidence of workman goes uncontested. It has already been held above that LIC has been created in between workman and the management by way of camouflage, it cannot be believed at all that the workman was employed by LIC.

15. Workman in his evidence has clearly stated that he has completed more than 240 days from the date of his illegal retrenchment. He has also proved that neither he has been paid notice pay in lieu of notice, notice or retrenchment compensation before dispensation of service form the Bank. Workman has further proved that several juniors were retained in the services of the Bank still he was terminated from the services of the Bank. Workman has further proved that several fresh appointments have been made on the post from where he was removed without providing any opportunity to him for his re-employment. Management witness has not controverted the above evidence of the workman led by him before the Tribunal. Any pleadings of the management not supported by evidence is of no help to the Bank. As has already been held above that LIC's role is nothing but as camouflage in

between the workman and the Bank therefore any payment made by the LIC through cheque in the name of the workman cannot improve the case of the opposite party Bank. Management witness has not denied the fact that the workman has not continuously worked during the period 1-9-1995 to 31-8-1996 and also that he have not completed more than 240 days of continuous service during this period. Therefore the evidence of the workman cannot be disbelieved for any reason whatsoever.

16. In the end for the reasons discussed above it is held that the workman was employed by the Bank as Peon-cum-Messenger during the period 1986 to 01-09-1996 and that during the said period workman has performed the duties of Peon-cum-Messenger in the branch where he was appointed by opposite party Bank. It is further held that the workman cannot be treated to have been engaged by LIC as pleaded by them.

17. The net result of the foregoing discussions of the case is that the workman is entitled to be reinstated in the services of the Bank with full back wages, continuity of service and with all consequential benefits attached to the post.

18. Reference is therefore answered accordingly in the above terms in favour of the workman and against the management.

SURESH CHANDRA, Presiding Officer
नई दिल्ली, 2 फरवरी, 2007

का.आ. 591.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बलौ कारपोरेशन बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारता/का. एयरलाय, कानपुर के पंचाट (संख्या 129/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2007 को प्राप्त हुआ था।

[का.आ. 12012/25/99-आई आर (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 2nd February, 2007

S.O. 591.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 129/99) of the Central Government Industrial Tribunal/Labour Court, Kannauj now as shown in the Annexure, in the Industrial Dispute between applicants in relation to the management of Bareilly Corporation Bank Ltd. and their workmen, which was received by the Central Government on 1-2-2007.

[No. L-12012/25/99-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SURESH CHANDRA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CUM LABOUR COURT, KANPUR.

L.D. NO. 129 OF 1999

In the matter of dispute between:

Shri Oudh Behari Nigam
R/o 104-A/375, Raebagh
80 Ft. Road, Kanpur-208012, U.P.

And

The Chairman Bareilly Corporation Bank Ltd., Central Office 129-D, Civil Lines, Bareilly-243001, U.P.
(Now known as Bank of Baroda)

AWARD

1. Central Government, Ministry of Labour, New Delhi vide Notification No. L-12012/25/99 I.R. (B-I) dated 4-5-1999 has referred the present dispute for adjudication as under :—

“Whether the action of management of Bareilly Corporation Bank Ltd. in terminating the services of Sri Oudh Behari Nigam vide Order dated 22-2-1985 is legal and justified? If not, to what relief the said workman is entitled?

2. At the outset it may be pointed out that the services of the concerned workman were removed by the erstwhile Bareilly Corporation Bank Ltd., Bareilly w.e.f. 22-02-1985 and workman raised industrial dispute against Bareilly Corporation Bank Ltd. challenging his removal before Assistant Labour Commissioner (Central), Allahabad, who sent his failure of Conciliation Report to the Ministry of Labour, New Delhi on 30-12-1998.

3. During the course of pendency of the present dispute before this Tribunal the erstwhile Bareilly Corporation Bank Ltd. was taken over by Bank of Baroda through amalgamation and it is the Bank of Baroda which has contested the present dispute before this Tribunal by filing the detailed written statement of Mr. Ashish Kumar Chatterjee, Assistant General Manager, Bank of Baroda, who has verified written statement on 23-08-2000 on behalf of the Bank.

4. Needless to mention that in its entire written statement opposite party bank has not objected anywhere that the reference being against, Bareilly Corporation Bank Ltd. is not binding against Bank of Baroda.

5. In the above backdrop Tribunal is of the opinion that it is in its competence if it adjudicates reference between the parties.

6. The case as set up by the workman in his Statement of Claim is that he was substantively appointed and posted as Cashier-cum-Clerk at Kannauj branch of Bareilly Corporation Bank Ltd. (hereinafter referred to as opposite party). The work and conduct of workman had all along been above board to the entire satisfaction of the management. It is alleged by the workman that the applicant abruptly fell ill and suffered protracted illness of 'Anxiety Neurosis' for considerable long time, and thus under compelling circumstances could not take up his duties with the opposite party Bank. The Personnel Manager of the Bank vide Order dated 22-02-1985 has terminated the services of the applicant workman treating him allegedly voluntarily abandoned from his services much against the cogent evidence on this behalf.

7. Management has not taken reasonable and bonafide steps to enquire about the workman and his sickness with which he had been suffering since long, therefore his absence from duty was not deliberate.

8. It is also pleaded that the alleged termination of his service blatantly capricious and illegal since the condition precedent as laid down under Section 25-F and 25-G of the I.D. Act, 1947 have not been complied with so much so neither notice pay nor compensation was offered to the workman nor notice in the prescribed manner have ever been served to the appropriate government in this regard.

9. It has also been pleaded by the workman that the Termination Order dated 22-02-85 is blatantly and misconceived and erroneous as the same has been passed in gross violation of Section 25-K and 25-N of the I.D. Act more particularly for the reason that no prior permission of appropriate government has been sought nor Moved any such application for permission in this regard by the Bank before the appropriate government. It is further alleged that the opposite party bank has neither issued any charge sheet against the workman for his illegal absence nor any enquiry has been conducted to offer effective opportunity to defend himself, therefore the action of the bank is vehemently and arbitrary which was primarily designed to throw away the workman from the employment unduly and undesirably. Workman has also alleged the action of the bank in terminating his services vide Order dated 22-2-85 when he was suffering from protracted illness, is not inhuman but is also against the letter and spirit of the laws of the land. As instead of being sympathetic towards its ailing servant, the management of opposite party bank in utter misuse of managerial power removed this services of the workman. It has also been pleaded by the workman that the Personnel Manager which has passed Termination Order dated 22-2-1985 is not competent to exercise the powers of the appointing authority/employer in terms of Section 2 (4) of the I.D. Act, 1947, therefore Order dated 22-02-85 removing the services of workman is illegal, arbitrary and without jurisdiction. In the end it has been stated that Termination Order dated 22-02-85 is ab initio void, bad in law, inoperative and deserves to be quashed outright with the relief of reinstatement with continuity of service and full back wages together with other attending benefits for the intervening period.

10. The claim of the workman has been vehemently contested by the opposite party, interalia, on the ground that the applicant is not a workman within the meaning of Section 2 (s) of the ID. Act and claim of the applicant has been denied to be maintainable before this Tribunal. It is also denied by the bank that applicant was punctual in his duties and he remained very frequent in absenting himself from duties and as an unauthorized absentee. The bank taking into consideration the long absence of the workman in an unauthorised manner, wrote letters on 17-05-83 and

18-05-84 duly signed by the Personnel Manager of the bank advising him that it was not possible for the bank to continue him in bank's services for such long period of absence. Vide aforesaid letters the attention of the workman was also drawn to the various correspondences and communications held from time to time with the applicant clearly asking and advising the applicant to join duties immediately failing which it will be presumed that applicant is not interested to continue his service but despite that applicant had failed to report for duty.

11. The plea of the applicant that he was suffering from Anxiety Neurosis has specifically been denied by the bank as the workman had not given any proof. It has also been pleaded by the bank that the disease as claimed by the workman is not of such nature which may prohibit the workman from attending his duties. Ultimately the bank vide letter dated 14-01-85 intimated the applicant to resume his duty within 30 days from 14-01-85 failing which it will be deemed that the applicant has voluntarily retired from bank's services. Since even after said letter the applicant did not turn up to join his duties, vide letter dated 22-02-85 he was informed by the bank that his services stood voluntarily abandoned from the bank's services with immediate effect, duly signed by the then Personnel Manager of the Bank. It is also alleged that the applicant was afforded various opportunities to join the duties but he failed to avail such opportunity, consequently the steps taken by the bank against applicant are absolutely correct. It is also denied that the instant case of the claimant is a case of retrenchment and averments made by the applicant in this regard is misconceived, as the claimant remained absent from his duties and he deliberately failed to resume his duties the action of the management was perfectly justified and correct as he was continuously absenting from duties without any intimation to the bank and inspite of repeated Notice/Letters from bank failed to turn up, he was not considered to be interested in bank's services and his services stood voluntarily abandoned by him as per Clause 2 of Bipartite Settlement dated 08-09-93 (then applicable). There was nothing illegal and arbitrary in the action of the management. Management have also denied applicability of the provisions of Section 25-H and Section 2-G of the I.D. Act in the present case. In the end it has been pleaded by the bank the sum of Rs. 1,935.93 is due against the workman, which has not been appropriated by the workman despite various reminders. Lastly it has been admitted by the opposite party that Bareilly Corporation Bank Ltd., Bareilly has been merged with Bank of Baroda. However the applicant is not entitled for any relief as claimed by him in relief clause.

12. It may be pointed out that the workman vide his application dated 31-10-2000 moved before the Tribunal had sought amendment to implead Bank of Baroda, Regional Office, Gumti No.5, Kanpur, through Assistant General Manager as a party in the case. The said application

of the workman was allowed by the Tribunal vide Order dated 14-12-2000 with direction that Statement of Claim be amended accordingly within 3 days. However it is clear from the record that the Order dated 14-12-2000 which was passed on the application itself was not carried out by the workman still that will not effect the merit of the case as the workman while filing rejoinder statement has incorporated Bank of Baroda in the array of parties.

13. Workman in his Rejoinder Statement has stated nothing new except reiterating the facts already pleaded by him in his Statement of Claim.

14. After exchange of pleading between the parties apart from filing original letter dated 22-02-85 through his application dated 2-6-03, workman has also filed 37 documents per list dated 16-8-01 which are in the nature of photocopies. It is pertinent to mention here that photocopies of documents can not be read as piece of evidence by the Court of law.

15. Management per list dated 15-01-04 has filed 12 documents, which are in the nature of communication between the opposite party and the workman. These documents are in original.

16. Whereas workman has examined himself as WW-1 and management examined Sri R.S. Rathi, Senior Manager, Allahabad Bank as MW-1 and Sri G.S. Khandelwal, its Manager as MW-2.

17. The Tribunal has heard arguments of both contesting parties at length and has perused the records of the case carefully.

18. First of all it will be seen as if workman was remaining absent from his duties without any intimation or information to the bank as claimed by the bank. As a result of which he was treated voluntarily abandoned from the services of the bank. On this point it has been argued by the authorized representative for the workman that the workman was intimating the bank about his illness from time to time. Attention of the Tribunal was also drawn towards document no. 4, filed by the management per list 15-01-04. Document no. 4 is an application dated 28-5-83 for allowing the workman to resume his duties which is also supported with Fitness Certificate given by Dr. Vijai Gandhi on 26-05-83. The said application dated 26-05-83 contains an endorsement of the Branch Manager to the effect that the employee has been asked to submit Medical Certificate of old lapsed period, under instruction that his presence has been noted in reference to our letter dated 16-05-83 but he will be allowed to work till further instructions of Central Office.

19. It has also been argued by the authorized representative for the workman by inviting the attention of

this Tribunal to the evidence of the management witness recorded before the Tribunal on 01-09-94, that weighing the evidence of the management the absence of the workman from duties cannot be treated as unauthorized. Management witness in his evidence admitted the fact that the workman on 28-05-83 has reported for his duties by submitting application on which he made a noting demanding from the workman medical certificate for the lapse period. Witness has also confirmed noting made by him on the application of the workman dated 25-08-83. Witness has also admitted before the Tribunal that no disciplinary action was taken by the bank on account of workman's unauthorized absence. Witness has also admitted that along with joining application workman also filed fitness certificate dated 22-05-83. Witness has also admitted the fact that he remembers the handwriting and signature of the workman. Witness has further stated that he wrote a letter dated 17-05-83 calling upon the workman to resume his duties within a period of 10 days as last opportunity. He has further admitted that on 23-06-82, 11-10-82 and 09-03-83 letters were written to the workman by means of which workman was informed that no leave is due to him for his absence. He has further stated in his examination in chief that vide letter dated 09-03-83 workman was treated absconding by him. Witness has also admitted that all the above letters has been duly signed by him. He also admitted that information to Central Office was given by him for the absence of the workman from the duties. Lastly witness has stated that he conducted an enquiry against the workman. Bank's records were shown to the Central Office in which Central Office has not recorded his statement.

20. In his cross examination witness has stated that except for absent of the workman no other notice was given to the workman, nor he was issued any letter relating to disciplinary action. Witness expressed his ignorance about the fact when and by whom workman was removed from the service of the bank. Lastly witness has admitted that for appointment as Clerk, General Manager is the competent authority.

21. On the contrary the workman in his examination in chief on oath before the Tribunal stated that in the year 1979 he was appointed by the bank as Cashier cum Clerk at Kannauj Branch. Witness has also admitted that he was appointed by the General Manager and he has never been given any adverse remark to the workman. Witness has further stated that from 17-05-83 he suddenly came under the grip of nervous break down and became incapable in performing his duties. He further stated that after becoming ill he submitted leave application to the bank. He remained ailing continuously from 1983 to 1989. Medical leave applications were never rejected by the bank. He admitted that treating himself to have voluntarily abandoned from the services of the bank he received letter dated 22-2-85

from the bank. Witness has also stated that prior to this letter he has not received any charge sheet from the bank. He went to branch to join his duties on 2-2-89 along with fitness certificate and requested orally for his joining but he was not allowed. Thereafter he sent a letter through Registered Post to Head Office of the Bank.

22. In his cross examination witness has admitted for the first time he submitted his joining report before the Branch Manager, Kannauj, by means of which he had requested to grant two months' medical leave. He expressed his ignorance about the date and period for which he demanded medical leave. Lastly he has categorically admitted that before receiving letter dated 22-02-85 he had submitted only above letter.

23. After appraising the evidence of the parties on the controversy involved in the case. Tribunal is of the opinion, specially taking into consideration of management evidence, Tribunal is unable to conclude that the absence of the workman is without any intimation or without any leave application submitted by the workman to the bank. It was in the notice of the bank that the workman was suffering from illness vide endorsement made by the then Branch Manager on the application dated 28-05-83 which is document no. 4 filed by the management in original before the Tribunal per list of document dated 15-01-04. If it was in the notice of the Bank that the workman is suffering from illness the action against the workman taken by the bank does not appear to be sound specially when the Branch Manager has demanded the medical certificate for the lapsed period and only after that the workman will be allowed to work till further instructions of the Central Office as per the endorsement of the then Branch Manager appearing on the joining application dated 28-05-83 of the workman. Therefore, it has clearly been established from the records of the case that the workman cannot be said to have remained on unauthorized absence from the services of the Bank as claimed by the opposite party bank. If in view of the opposite party bank the absence from duties of the workman was unauthorized the only and only one recourse which was open to the authorities of the bank was to have chargesheeted the workman for his long absence without leave and to have conducted a detailed enquiry giving opportunity to the workman in accordance with law for his effective defence.

24. Under these circumstances, Tribunal cannot appreciate that the Clause 2 of Bipartite Settlement dated 08-09-83 is applicable in the case of the workman for all intent and practical purposes. According to the opinion of the Tribunal it could be a case of misconduct under service regulations either of gross or minor nature, as the case may be, for which the workman could not have been removed

w.e.f. 22-02-85 from the services of the bank without holding any departmental enquiry against the workman.

25. Even otherwise it would be pertinent to quote the relevant provision of Clause 2 of Bipartite Settlement dated 08-09-83 which is as under :—

Clause 2 of Bipartite Settlement dated 08-09-83 on the subject of Voluntarily Cessation of the employment by the employees.

"Where an employee has not submitted any application for leave and absents himself from work for a period of 90 or more consecutive days without or beyond any leave to his credit or absents himself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended and where there is satisfactory evidence that he has taken up employment in India and the management is satisfied that he has no present intention of joining duties, the management, may at any time thereafter give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of the notice, stating, inter alia, the grounds for the management coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service."

26. Therefore from a bare perusal of the aforesaid provision the management was under obligation to have come at its subjective decision after conducting enquiry to enquire as to whether or not the workman was employed elsewhere and that the workman has no intention of joining duties under the aforesaid clause of Vth Bipartite Settlement. There is nothing on record to show that the management had ever conducted any enquiry in this regard before invoking the above said provisions and treating the workman to have voluntarily abandoned the employment of the Bank. It is the specific case of the Bank before this Tribunal in the above said I.D. case that the workman remained on unauthorized absence. If it is so in that event workman should have been given charge sheet and a detailed enquiry should have been conducted against the workman by invoking the provisions of para 19.5 or 19.6 of

1st Bipartite Settlement dated 19-10-1966 i.e. service conditions between the parties. It is stated by the Bank that by means of notice dated 22-02-1985 under the aforesaid provisions the workman was voluntarily retired from bank's service. Tribunal is totally handicapped to arrive at definite conclusion as to on what grounds the workman has been treated to have voluntarily retired from the services of the Bank w.e.f. 22-02-1985 when the bank has not conducted any enquiry in this regard for arriving at a subjective decision either the workman is not interested in the services of the bank on account of the fact that there is satisfactory evidence that the workman has taken up employment in India and the management is satisfied that the workman has no present intention of joining duties.

27. Under the facts and circumstances indicated above the argument and stand of the management in the present case can not be believed at all for want of relevant evidence to be adduced by the bank before the Tribunal, which is the sole basis of the present dispute.

28. In any view of the matter the action of the management cannot be upheld by this Tribunal being in violation of relevant rules, under which the action against the workman was taken by the management. Accordingly it is quite clear that the present case is not a case of voluntarily cessation of employment by the workman. Rather it is a case where workman has been removed illegally by the Bank w.e.f. 22-2-1985, in violation of relevant provisions of service rules and provisions of I. D. Act as well.

29. Therefore, Tribunal feels no hesitation to arrive at a definite conclusion that the action of the management against the workman is highly illegal and inoperative in the eye of law.

30. After considering the arguments advanced by the contesting parties before the Tribunal and evaluating the conduct of the management in the instant case against the workman it is quite clear that the bank has miserably failed in adducing evidence in support of their case. It is settled position of law that in the absence of evidence, arguments merely on the basis of pleadings raised by the party, is meaningless.

31. It is also clear from the record that the workman has substantiated his claim by adducing evidence before the Tribunal. Under these circumstances it would be futile exercise to examine the other factual position of the case as bank has not filed any other relevant document and evidence by means of which it is alleged that workman has voluntarily retired from service of the Bank.

32. From the record of the case it is very much clear that the workman was neither given any opportunity of

being heard nor any disciplinary action was taken against him before treating the workman to have voluntarily retired from the service of the bank on account of his remaining on unauthorized absence from the services of the Bank. It is also not in dispute that the workman was a permanent employee of opposite party Bank. Clause 2 of Bipartite Settlement dated 08-09-83, which is a service condition is on the subject of voluntary cessation of employment by the employee which was used in the case of workman nowhere prescribes that the authorities of the bank are empowered to exercise this provision in a case where an employee of the bank remains absent from his duty without affording him opportunity of being heard or without adhering the rules of natural justice and without taking any disciplinary action against such employee under rules.

33. The authorized representative for the bank was pinpointed to explain the position during the course of arguments by the Tribunal on the above point, but he palpably failed to satisfy the Tribunal on the point by reading the relevant clause of the Bipartite Settlement.

34. From this point of view the action of the bank, *prima-facie*, appears to be wholly illegal and unfair. According to the view of the Tribunal, the workman could not have been removed from service w.e.f. 22-2-1985, without there being any disciplinary action against him for his unauthorized absence by the Bank.

35. In support of his submission the workman has placed reliance on the law laid down by the Hon'ble Supreme Court in the case of General Manager, Vijaya Bank and another Versus Pramod Kumar Gupta, passed on 24-8-2006 in Civil Appeal No. 3676 of 2006. The law laid down by the Hon'ble Supreme Court of India in the case (*supra*) applies with full swing in the instant case.

36. Having considered the overall facts and circumstances of the case, it is held that the action of the opposite party management of Bareilly Corporation Bank, Bareilly (now known as Bank of Baroda, Regional Office Gunti No.5, Kanpur) in terminating the services of Shri Oudh Behari Nigam vide Order dated 22-02-85 is neither legal nor justified. Consequently workman is held entitled to be reinstated in service with full back wages and all consequential benefits together with seniority. Accordingly management is directed to reinstate the workman in service after expiry of 30 days from the date of publication of Award and to pay him entire back wages.

37. Reference is answered accordingly in favour of the workman and against the management in above terms.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 6 फरवरी, 2007

का.आ. 592.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 18/98, 35/99, 292/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2007 को ग्राप्त हुआ था।

[सं. एल-41012/94/97,-आई आर (बी-1)]

[सं. एल-41011/29/98,-आई आर (बी-1)]

[सं. एल-41012/225/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th February, 2007

S.O. 592.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 18/98, 35/99, 292/99) of the Central Govt. Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Railway, and their workmen, which was received by the Central Government on 5-2-2007.

[Nos. L-41012/94/97-IR (B-I);

L-41011/29/98-IR (B-I);

L-41012/225/99-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

I.D.No. In the Matter of Dispute Between

श्री सुरेन्द्र सिंह, अध्यक्ष,
राष्ट्रीय चतुर्थ श्रेणी रेल मजदूर कांग्रेस
(इण्टक) 2/36, नामनेर, आगरा

एवं

मण्डल रेल प्रबन्धक, मध्य रेलवे,
झांसी-284001

The President

35 of 1999 Rashtriya Chaturtha Shreni Rail
Mazdoor Congress 43/16, Sector 15A,
Sector 16, Sikandara, Agra

and

The A.E.M. (M), Central Railway, Jhansi

The President

292 of 1999 Rashtriya Chaturtha Shreni Rail
Mazdoor Congress

(INTUC), 43/16, Sector 15-A, Sector 16,
Sikandara, Agra

And

Divisional Railway Manager (P)

Central Railway, Jhansi

AWARD

Central Government, Ministry of Labour, New Delhi vide Notifications no. L-41012/94/97-I.R. dated 27-01-1998, L-41011/29/98-I.R. (B-I) dated 24-12-1999 and L-41012/225/99/I.R (B-I) dated 16-11-1999 has referred the said disputes for adjudication as under :—

“क्या मण्डल रेल प्रबन्धक, मध्य रेलवे, झांसी के द्वारा स्व. श्री मोती लाल के पुत्र श्री भगवान दास को 1994 में बालिग होने के पश्चात् नौकरी पर न लिया जाना उचित और वैधानिक है तथा स्व. मोती लाल की पत्नी श्रीमती भगवती बाई को फैमिली पेन्शन न देना उचित और वैधानिक है? यदि नहीं तो सम्बन्धित कर्मकार के पुत्र और पत्नी किस अनुतोष के हकदार हैं?”

And

“Whether the action of the management not to agreed the Charter of Demands of Rashtriya Chaturtha Shreni Rail Mazdoor Congress dated 3-10-97 is justified or not? If not, what relief workmen are entitled to?”

And

“Whether the action of the management of Divisional Railway Manager (P), Central Railway, Jhansi in terminating the services of Sri Sohan Lal, Gangman vide Order dated 8/9/1-1998 is legal and justified. If not, to what relief the workman is entitled?”

2. Since all the above cases are being represented by Sri Surendra Singh, President, Rashtriya Chaturtha Shreni Rail Mazdoor Congress before this Tribunal and as common questions of facts and law involves in the aforesaid industrial disputes it is proposed to decide the above references by means of this common Award.

3. It may be pointed out that after exchange of pleadings between the parties workmen started seeking

adjournments and even the Order passed by the Tribunal on dated 30-10-2003 have not been complied with by the workmen, nor the workmen appeared for their evidence before the Tribunal when the case was taken up for hearing, hence they were debarred for their evidence and the case was fixed for management's evidence.

4. It may be pointed out that as no evidence was given by the workmen in the case management submitted before the Tribunal that they will not adduce the evidence. This virtually it is a case of no evidence, therefore, there is no need to detail the case set forth before the Tribunal by the contesting parties as it would be nothing but a futile exercise on the part of the Tribunal.

5. It is settled principle of law that a party claiming relief from a Court of law is bound to substantiate his claim by adducing relevant evidence and proof. In the absence of the same he cannot be granted any relief by this Tribunal for want of evidence.

6. For the reasons discussed above it is held that the above references are bound to be decided against the workmen in the absence of cogent proof and it is also held that workmen involved in the aforesaid cases cannot be held to be entitled for any relief as claimed by them.

7. Therefore present references are answered accordingly against the workmen for want of evidence and proof and in favour of the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 6 फरवरी, 2007

का.आ. 593.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ मैसूर के प्रबंधतंत्र के संचालनियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 54/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/205/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th February, 2007

S.O. 593.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 54/04) of the Cent. Govt. Indus. Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the Industrial Dispute

between the employers in relation to the management of State Bank of Mysore, and their workmen, which was received by the Central Government on 5-2-2007.

[No. L-12012/205/2004-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 23rd January, 2007

PRESENT

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 54/2004

I Party

Shri C. D. Jawahira,
S/o, Shri Devaiah,
H. No. 111, Giribhavi
Palya, 2nd Cross,
Raghavendra Nagar,
Mysore-570011

II Party

The Asstt. General Manager,
State Bank of Mysore,
Region-III,
Sahukar Chenniah Road,
Kuvempu Nagar,
Mysore-570023

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* Order No. L-12012/205/2004 IR(B-1) dated 8th October, 2004 for adjudication on the following schedule:

SCHEDULE

“Whether the action of the management of State Bank of Mysore in compulsorily retiring Shri Cheyyanda Devaiah Jawahira from service with effect from 30-3-2002 is justified? If not, to what relief the workman is entitled?”

2. The first party workman while challenging the impugned punishment order retiring him compulsorily from services as unjust and illegal also challenged the enquiry proceedings on the ground that it was not conducted in accordance with the principles of natural justice and that he was not supplied with the copy of the enquiry report and therefore order of disciplinary authority terminating

his services by compulsorily retiring him from services is liable to be set aside.

3. The management by its counter statement however, asserted and maintained that the proceedings of the enquiry conducted against the first party were in accordance with the principles of natural justice and the impugned punishment order passed against the first party was just and proper.

4. Keeping in view the respective contentions of the parties with regard to the validity fairness or otherwise of the enquiry proceedings, this tribunal on 17-6-2005 framed the following preliminary issue:—

“Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper.”

5. During the course of trial of the said issue, the management examined the Enquiry officer as MW1 and got marked 8 documents pertaining to the enquiry proceedings at Ex M1 to M 8, proceedings of enquiry at Ex. M2(a), the letter of the first party admitting the charges of misconduct at Ex. M3(a), the brief submitted by the presenting officer at Ex. M4 and the report submitted by the Enquiry officer at Ex. M5(Ex. M4 and M 5 ought to have been marked at Ex. M9 and M10 respectively). Whereas the first party having filed his affidavit evidence by way of Examination Chief, in his further Examination Chief got marked two documents at Ex. W1 and W2.

6. After having heard the learned counsels for the respective parties, this tribunal by order dated 23-3-2006 recorded a finding on the above said issue to the effect that enquiry conducted against the first party by the second party is fair and proper. Thereupon, the matter was taken up for arguments on merits i.e. with regard to the alleged perversity of the findings and the quantum of the punishment.

7. Learned counsel for the first party Shri SNB submitted his oral as well as written arguments and learned counsel for the management was content by advancing his oral arguments. Learned counsel for the first party argued that enquiry findings suffered from perversity as they are not based on any oral or documentary evidence to prove the charges of misconduct leveled against the first party. He submitted that on the false assurances given by the enquiry officer that a lenient view will be taken against the first party, the above said letter at Ex. M3(a) admitting the charges of misconduct was obtained from him and thereupon findings of the enquiry tendered holding him guilty of the charges. He submitted that findings of the enquiry were not simply based upon the alleged plea of guilt by the first party but on the documentary evidence taken on record by the enquiry officer marked at Ex. MEX-1 to BEX-6 without examining any witness much less Shri Diwakara Poojari, the then compliant and Shri Channiah Poojary, the then Armed Guard on whose report of the incident the

manager filed his complaint. He submitted that enquiry findings though read to the effect that enquiry officer held guilty to the first party for the charges alleged against him, based on his plea of guilt and based on other evidence but what was the other evidence not at all considered and discussed in findings. Therefore, learned counsel submitted that findings of the enquiry suffered from perversity as they were not supported by any oral and documentary evidence and that plea of the guilt based on which findings are recorded was not at all voluntary but was on the assurances given by the enquiry officer. He nextly, contended that the very allegations against the first party by way of the charge sheet are not at all proved by the oral evidence of said two witnesses not by way of any other evidence much less by way of their aforesaid complaint and report said to have been brought on record during the course of enquiry. He also took the court through the contradictions and discrepancies found in the above said complaint and the report and the allegations made in the charge sheet on the material particulars of the case. He contended that the very incident alleged is concocted and fabricated as undisputedly, the first party was on the second shift of his duty as Armed Guard between 2 p.m. and 10 p.m. and whereas, Shri Chenniah Poojary, the other Armed Guard said to have come to report for his duty at about 8 p. m. i.e. two hours before the duty of the first party was to expire at the end of the second shift.

8. Whereas, learned counsel for the management Shri R.N. argued that findings of the enquiry officer are based upon the plea of the guilt made by the first party voluntarily not only orally but also in writing vide letter at Ex. M3 (a) (marked at Ex. BEX-6 during the course of enquiry). Therefore, he submitted that when the first party pleaded guilty to the charges straight away, there was no need for the management to have adduced any oral or documentary evidence supporting the charges of misconduct leveled against the first party.

9. After having gone through the records, I do not find substance in the arguments advanced for the management. Before advertizing upon the respective contentions of the parties, let me bring on record the very charge sheet issued against the first party in the following terms :—

Charge Sheet

It is reported against you that you are alleged to have committed the following acts of misconduct and dereliction of duties while working as Armed Guard at out Karkala branch.

Charge-1 : You are alleged to have misbehaved with Shri Channayya Poojary, Armed Guard of the branch when he came to the branch to attend to the second shift on 30-9-2000 at about 8 p.m. while you were on first shift between 6 a.m. to 10 p.m. You are alleged to have not opened the bank door for nearly 15 minutes and later on after

opening the door when Shri Channaya Poojary entered the branch premises, you shouted at him loudly. On hearing the shouting when the branch Manager came down from his residence and advised you not to behave rudely. You are alleged to have threatened with the following words :

OTHER THAN ENGLISH LANGUAGE

A police complaint is lodged by the branch in this regard. If the above charge is proved it amounts to gross misconduct under clause 19.5© of Bipartite Settlement 1966 as amended from time to time.

Charge No. 2 : You are alleged to have consumed Alcohol while on duty on 30-9-2000.

If the above charge is proved, it amounts to Gross Misconduct as per clause 19.5© of Bipartite Settlement 1966.

In view of the foregoing you are hereby advised to submit your reply to the charge sheet within 15 days from the receipt of charge sheet. Please note that we will be proceeding further in the matter after the stipulated date without reference to you again in the matter."

10. As argued for the first party, if we peruse the findings of the enquiry officer, it becomes crystal clear that the learned enquiry officer held the first party guilty of the charges not only on the basis of the plea of the guilt said to have been made by the first party but also on the basis of the evidence produced in the case. The findings are very slip shod and short to be read as follows :—

"The CSE has accepted the charges levelled against him in totality. Therefore, the charge is proved.

On the basis of the evidence produced in the case before me and in view of the reasons given by me supra I proceed to give my findings as under.

'The CSE is guilty of the charges levelled against him in the charge sheet No. AGM: M2: M3: DPD: 047854 dated 13-2-2001'

11. Therefore, from the perusal of the above said findings, it can be very well gathered that the learned enquiry officer not only acted upon the alleged plea of the guilt by the first party but also on the basis of the evidence produced in the case. It is not understandable by reading the above said findings as to what was the other evidence produced during the course of enquiry which was taken into consideration by the learned enquiry officer while submitting his findings. During the course of his statement before this tribunal on the above said preliminary issue, he has stated that there was no oral evidence led by the management but the Presenting Officer produced six documents and they were taken on record. This

statement of MW1 certainly gets support from the aforesaid six documents marked at Ex. BEX-1 to BEX 6 including the above said complaint of the manager, the report of the said Armed Guard, the plea of the guilt by the first party and the Xerox copy of the medical report suggesting to the fact that he was examined by the Medical Officer as to whether he was under the influence of the Alcohol when the alleged incident took place. However, as seen above, the findings recorded by the enquiry officer whispered no single word as to what were those six documents produced by the Presenting Officer and whether they were the documents sufficient to prove the charges of misconduct levelled against the first party. First of all, it is not made clear by the Enquiry Officer as to how he had taken on record the aforesaid six documents produced by the Presenting Officer. Undisputedly no oral evidence was produced by the management much less in the witness the then manager of the branch or the said Armed Guard who are said to have made the above said complaint and the report based on which charge sheet was issued against the first party. Therefore, as argued for the first party, had the learned enquiry officer proceeded to record his findings only on the basis of the alleged plea of guilt by the first party, then the things would have been different but here in the instant case he relied upon the said plea of the guilt and also relied upon the evidence produced by the management but very strangely without discussing that evidence either oral or documentary, he took in support of the said plea of guilt by the first party in order to record his finding that first party was guilty of the charges. It was rightly argued for the first party that the domestic enquiry findings against the first party was stage managed and putting a show of enquiry commenced and concluded in one sitting held on 10-9-2001. Proceedings of the enquiry marked before the tribunal at Ex. M2 are to the effect that when charges of misconduct were read over to the first party, he straight away admitted the charges saying that he will not bring any representative to defend his case. Then he was called upon to give his admission of the guilt in writing and then the first party submitted his plea of guilt in writing marked at Ex. BEX-6. There are absolutely no proceedings recorded as to whether any document was marked for the management and through whom that was marked and whether any opportunity was given to meet any such document. Therefore, proceedings of the enquiry must lend support to the case of the first party that they were just an eye wash and as contended by the first party they were concluded hurriedly and abruptly just on the basis of the alleged plea of guilt as there was no other evidence available to the management to speak to the charges of misconduct levelled against the first party. Therefore, when as per the enquiry officer he recorded the finding of the guilt against the first party not only on the basis of his plea of guilt but also on other evidences, then the findings of the enquiry must be held to be suffering from perversity as absolutely, no other evidence either oral or documentary was discussed by the enquiry officer much less considered in holding the workman guilty of the charges while submitting his findings.

Therefore, it was a case of 'no evidence' and hence findings were perverse. Findings also cannot be sustained on merits as well.

12. As far as Charge No. 1, levelled against the first party is concerned, it was well argued for the first party that the very happening of the incident becomes doubtful keeping in view its timing. It is not in dispute that the first party was attending duly to the Second Shift between 6 a.m. to 10 a.m. and the duty of the said Armed Guard namely, Chennaiah Poojary was to begin at about 10 p.m. after the second shift of the first party was to be over by 10 p.m. The above said complaint and the report however, read to the effect that said Chennaiah Poojary, the Armed Guard comes to the bank and knocks the door of the bank at about 8 p.m. It is yet to be explained by the management as to what prompted the said Armed Guard to have come to the bank two hours earlier to his duty hours and then to knock the door of the bank so as to hold the first party responsible for the lapses on his part, say that he did not open the door, that too, for some minutes when Shri Chennaiah Poojary went on leave earlier. Therefore, when Shri Chennaiah Poojary was supposed to come to the bank then the question of alleged incident happening on the above said date at about 8 p.m itself did not arise. That apart, we find the contents of the complaint, the recitals of the report and the allegations made in the charge sheet suffering from material discrepancies. As per the charge sheet, it is said that he (first party) did not open the bank door for nearly 15 minutes and after he opened the door Shri Chennaiah Poojary entered the premises and the first party started shouting against him and hearing the noise of the shouting the Branch Manager came down from his residence to advise the first party not to behave rudely and thereupon, the first party abused and threatened the Manager and the Armed Guard in the words narrated in the charge sheet.

13. Whereas, as per the complaint of the Manager, when Shri Chennaiah Poojary came to the bank for his second shift duty at 8 p.m. on hearing the noise he came to the bank hall and observed that he was under the influence of the Alcohol and he started threatening him and Shri Chennaiah Poojary in the words levelled in the charge sheet. As per the report of said Shri Chennaiah Poojary what he says is that he knocked the door of the bank having come to report the second shift duty and gave certain calls to the first party and when he did not respond to the calls he started thumping the door and hearing the noise of the thumping of the door, the manager came there and when he told about this fact to the Manager, the manager goes to the room where the first party was sleeping and then awakes him and it is thereafter the first party started threatening them in the aforesaid wordings. Therefore, the contents of the complaint and the report first of all are contradictory to each other, and put together they contradict the allegations made in the charge sheet.

Moreover, it is yet to be explained by the management as to what prompted the first party rather provoked the first party straight away and all of a sudden giving the aforesaid threats to the manager as well as Shri Chennaiah Poojary. As per the above said complaint and the report it can never be made out that there was any sort of provocation either by the manager or Chennaiah Poojary thereby prompting the first party to give the threats that too of killing the Armed Guard and the Manager and then again one Huchappa (it is not disclosed who is that Huchappa). Moreover, it is very hard to be believed that the first party being bare handed could have threatened said Chennaiah Poojary, the Armed Guard with Arms. It is the case of the first party that though he as an Armed Guard but was not supplied with the Arms and whereas, Chennaiah Poojary had given the arms. This fact was not denied by the management. Therefore, when the first party was not holding any Arm or any gun, then, it is too much to believe that he could have threatened the other Armed Guard with Arms and the manager of killing them and they being afraid of such threats making the complaint against the first party based on which charge sheet on had was issued.

14. Now, coming to the Second Charge. As per the very medical report, the first party was not found under the influence of Alcohol when was examined by the Doctor concerned. As per the report though his breath was smelling Alcohol, his speech was relevant and gait normal. The opinion of the Doctor is to the effect that though the first party consumed Alcohol but he was not under its influence. Therefore, when the first party was not under the influence of Alcohol and simply was found to have consumed some Alcohol, it cannot be said that he was found guilty of Charge No. 2 levelled against him in the charge sheet. In the result, I am of the considered view that both the charges of misconduct levelled against the first party are not established and that the findings of the enquiry officer holding otherwise, suffered from perversity not being supported by any legal and sufficient evidence. Since the findings of the enquiry officer are held to be bad in law, the resultant corollary would be that the impugned punishment order passed against the first party based on those findings is illegal and void *ab initio*. In the result, it goes without saying that the first party is entitled to be reinstated in service.

15. Now, coming to the relief of back wages and other benefits. The impugned punishment order was passed against the first party on 30-3-2002 and whereas he approached the Conciliation Officer by filing his complaint on 22-01-2004 i.e. after a gap of about more than two years. It is not explained by the first party as to what prevented him in not approaching the said authority immediately after his appeal against the punishment order was rejected by the Appellate Authority on 04-12-2002. Therefore, the aforesaid delay not being explained by the first party, he

cannot get any back wages for the period in between the date of punishment order and the date on which he filed the complaint with the Conciliation Officer.

16. As far as the back wages to be paid to the first party subsequent to the date of present reference, there is no evidence led on his part to speak to the fact that he has not been gainfully employed when was out of the service of the management. The management on whose burden was cast to prove the fact of gainful employment of the first party to deny him the back wages also has not produced any evidence in that regard. Therefore, keeping in view the lapses both on the part of the management as well as the first party on the point of his gainful employment or otherwise, it appears to me that ends of justice will be met if the first party is granted 50 per cent of the back wages from the date of the present reference to this tribunal made on 8-10-2004 till the date of his reinstatement with continuity of service and other attended benefits to be available to him during the aforesaid period. Hence the following Award:

AWARD

The management is directed to reinstate the first party workman in its service with 50% of the back wages from 8-10-2004 till the date of his reinstatement with continuity of service and other benefits available during the aforesaid period. No orders to cost.

(Dictated to PA transcribed by her corrected and signed by me on 23rd January 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 6 फरवरी, 2007

का.आ. 594.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 53/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/113/97-आई आर (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th February, 2007

S.O. 594.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/98) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the

management of Central Railway and their workmen, which was received by the Central Government on 5-2-2007.

[No. L-41012/113/97-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA,
PRESIDING OFFICER CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, KANPUR.

I.D. No. 53 of 1998

In the matter of dispute between:

Sri Surendra Singh, President Rashtriya Chaturtha Shreni Rail Mazdoor Congress 2/236, Namner Agra, U.P.

And

The Divisional Railway Manager Central Railway
Jhansi-284001

AWARD

1. Central Government, Ministry of Labour, New Delhi *vide* Notification No. L-41012/113/97-I.R. (B-1) dated 17-3-1998 has referred the following dispute for adjudication as under :—

“क्या मण्डल रेल प्रबन्धक, मध्य रेलवे जांसी के द्वारा श्री वाजुल अहमद आत्मज श्री मोहम्मद कासिम, एम.आर.सी.एल., पेन्टर को दिनांक 10-5-96 को ट्रेड टेस्ट में भाग लेने का अवसर न देना उचित और वैधानिक है? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुतोष का हकदार है?”

2. The Case of the workman, in short is that while he is working as Monthly Rated Casual Labour (MRCL) (Painter) w.e.f. 19-4-82 in the pay scale of Rs. 950 to 1,500. He was deprived off from selection procedure held by the opposite party on 10-5-96 for his permanent service. Juniors to him were allowed to participate in selection procedure viz., Om Prakash Hardas, Ram Babu, Ram Gopal, Purushottam Dayal, Kanhaiya Lal, Ramvir Singh, Lokman Das, Babu Lal and Ram Kishan *vide* Order dated 2-5-96 were called for Trade Test examination whereas the workman *vide* his Application dated 14-11-96 requested the management that he be permitted to appear in Trade Test. Out of them juniors employees Purushottam, Kanhaiya Lal and Om Prakash Hardas were made permanent Painter ignoring him. It is pleaded by the workman that action of the opposite party is highly discriminatory, illegal and is bad in law. It has been prayed that he be treated to be regular Painter from the date when his juniors were declared as regular Painter.

3. Opposite party has denied the case of the workman on the grounds that he was appointed as casual labour and was granted status of MRCL w.e.f. 19-04-82 after completion of 120 days of continuous service. It has also been pleaded that the workman secured his employment under the Railways on the basis of forged casual labour card and after enquiry he was removed from railway services w.e.f. 19-11-86. Workman raised the I.D. Case No. 179 of 1989 before this Tribunal which was finally decided in favour of workman on 03-11-92. Workman was not granted wages for the period he remained out of employment. On the basis of said Award of the Tribunal workman was reinstated on 17-5-93 in the railway services Management was granted liberty by this Tribunal in its Award to initiate departmental enquiry against the workman which is pending against him.

4. Management has denied that any junior to the workman was ever made permanent. It has been pleaded that those MRCLs who have completed five years of service have actually been trade tested in accordance with promotion rules. Since workman has never completed the regular service of five years therefore his candidature for granting permanent status of Painter was not considered nor he was given any opportunity in this regard. No discrimination as alleged by him has been done by the opposite party. Lastly it has been prayed that the claim of workman be rejected being devoid of merit.

5. Both parties have adduced their respective evidence in support of their claims. Tribunal has heard the arguments of contesting parties at length and have perused the records of the case carefully.

6. There is nothing on record which may prove that the workman was senior to the persons named by him in his statement of claim. Heavy burden was on the head of the workman to have proved the fact by filing documentary evidence that he was senior. Having being failed to discharge his obligation the burden of the workman that he was senior to the persons named by him either in his statement of claim or in his evidence cannot be believed by this Tribunal in the absence of documentary evidence to this effect.

7. On the contrary management witness has fully established the case of the management. Tribunal has also considered the evidence of management witness and find that the evidence of the management is most trust worthy as compared to the evidence of the workman. Therefore the same cannot be disbelieved.

8. Held that the workman having being failed to prove his claim by adducing cogent and reliable evidence his claim cannot be allowed by this Tribunal. It is settled principle of law that oral evidence of a party is not sufficient to believe his case in the absence of corroborative evidence

in the shape of Documentary evidence. From this point of view also workman cannot be granted any relief.

9. For the reasons discussed above it is held that the action of the management is perfectly legal and justified. Consequently workman is not entitled for any relief as claimed by him.

10. Accordingly the present reference is answered against the workman and in favour of the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 6 फरवरी, 2007

का.आ. 595.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे मैसूर के प्रबंधतां के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 145/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/178/98-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th February, 2007

S.O. 595.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 145/99) of the Cent. Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Railway and their workmen, which was received by the Central Government on 5-2-2007.

[No. L-41012/178/98-IR(B-J)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, KANPUR.**

I.D. No. 145 of 1999

In the matter of dispute between:

Sri Surendra Singh, President
Rashtriya Chaturtha Shreni Rail Mazdoor Congress
(INTUC) 43/16, Sector 15-A, Sector 16,
Sikandara, Agra

and

The Divisional Railway Manager
Central Railway
Jhansi-284001

AWARD

1. The Central Government, Ministry of Labour, New Delhi *vide* Notification No. L-41012/178/98-IR (B-I) dated 7-5-1999 has referred the following dispute for adjudication as under :—

“Whether the action of the management of Central Railway, Agra Cantt. in terminating the services of Sri Suresh Chandra w.e.f. 1-5-1996 is legal and justified? If not, to what relief the workman is entitled?”

2. The Case of the workman, is that while he was in service as Gangman under A.E.M., Central Railway Agra, he was removed illegally w.e.f. 1-5-96 without any notice, notice pay or retrenchment compensation. The workman suddenly lost his mental order on 22-8-92 and remained absent from duty upto 22-4-93 due to mental illness. He joined duties on 23-4-93 and worked upto 1996 when w.e.f. 1-5-96 his services were removed by the opposite party. It has also been pleaded that though opposite party removed his services *vide* Order dated 22-3-96 which was never communicated to him, therefore he continued to remain in the services of opposite party. He made representation dated 4-6-96 which was duly forwarded for consideration before the higher authorities of the opposite party.

3. Workman has further pleaded that immediately he represented on 2-5-96 against his removal w.e.f. 1-5-96. Workman was charged for his unauthorized absence from duty for which no proper and valid enquiry was held and also pleaded that he was not provided the opportunity of his effective defence in the enquiry. The alleged departmental enquiry against him is nothing but a stage show drama and on the basis of the same he was removed illegally. In the end workman has prayed that action of the management is wholly against the principles of natural justice, illegal, arbitrary and also against the rules governing the service conditions of the workman. Workman thus has prayed for reinstatement in service with back wages and continuity of service.

4. Management has filed reply denying the claim of the workman on the ground that the union ‘has no *locus standi* to raise the present dispute. Workman has been removed after full-fledged enquiry. Management has denied violation of principles of natural justice. The workman was afforded full opportunity and he himself, *vide* his application to the Enquiry Officer, has admitted that he has been absent from duty without any authorization or sanction or information from 22-8-92 to 22-4-93 and he does not need any defence helper in his case. He

was removed by the competent authority after considering the Enquiry Report. Workman never produced any fitness certificate for the period of his absence duly issued by the Railway Doctor. He has simply produced fitness certificate for the period 23-4-93 to 27-4-93 on the basis of which he was allowed to join his duties w.e.f. 27-4-93. Therefore the workman is not entitled for any relief as claimed by him.

5. Workman has adduced his oral evidence as WW-1 and was cross examined. Management has filed originals of Appellate Order, Acknowledgement of Notice dated 10-6-95, Workman’s Letter dated 16-6-95 and Copy of Enquiry Proceedings dated 1-8-95 which were duly marked as Ex. M-1. to M-4.

6. Ex. M-3 is application of the workman wherein in para 3 the workman has clearly admitted the fact that he remained on unauthorized absence from duty during the period 22-4-92 to 22-4-93. He has also submitted that he himself defended his case without the help of any defence helper in the enquiry. If according to own admission of the workman he remained on unauthorized absence from duty during the period 22-8-92 to 22-4-93 there appears no illegality if he was removed from his services by the Railway authorities as alleged.

7. Tribunal has gone through the enquiry papers and find that the principles of natural justice or rules governing disciplinary actions have not been breached by the respective authorities of the opposite party. Charges against the workman stands proved on the basis of his own admission made by him before the Disciplinary Authority.

8. Charge of unauthorized absence from duty is of very serious nature which should be dealt with strictly against erring employees by awarding them extreme punishment to maintain discipline. The Tribunal from this point of view does not consider it fit to interfere with the punishment imposed upon the workman by the competent authorities of the opposite party.

9. For the reasons discussed above the action of the management removing the services of Sri Suresh Chandra, workman from the services of Railways w.e.f. 1-5-96 is approved and is held to be legal and valid. Net result is that the workman is held not entitled for any relief as claimed by him.

10. Accordingly the present reference is answered against the workman and in favour of the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 8 फरवरी, 2007

का.आ. 596.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी लक्ष्मी विलास बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 30/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/47/2006-आई आर (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th February, 2007

S.O. 596—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2006) of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Lakshmi Vilas Bank Ltd. and their workmen, which was received by the Central Government on 7-2-2007.

[No.L-12012/47/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 19th December, 2006

PRESENT

K. Jayaraman, Presiding Officer

Industrial Dispute No. 30/2006

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of The Lakshmi Vilas Bank Ltd. and their workmen)

BETWEEN

Sri P.G. Venkatesan

I Party/Petitioner

And

The Assistant General Manager, II Party/Management
The Lakshmi Vilas Bank Ltd.
HRD Department,
Administrative Office, Karur.

APPEARANCE

For the Petitioner Mr. S. Jegadeeshwaran, Advocate.,
For the Management M/s. T.S. Gopalan & Co.,
Advocates

AWARD

The Central Government, Ministry of Labour vide Order No.L-12012/47/2006-IR (B-I) dated 18.05.2006 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :

"Whether the dismissal of Shri P.G. Venkatesan by the management of Lakshmi Vilas Bank Ltd., Karur is legal and justified? If not, to what relief the applicant is entitled to?"

2. After the receipt of the reference, it was taken on file as I.D. No. 30/2006 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:—

The Petitioner namely Mr. P.G. Venkatesan joined the services of the Respondent/ Management as a peon and he was promoted as a clerk and was attending to cash counter at Ariyalur branch of the Respondent/Bank. Though he was working as a clerk, he was not entrusted with any supervisory or managerial responsibilities. The said branch had one Branch Manager, Accountant, three clerks including the Petitioner, one jewel appraiser and two last grade servants. On 27.5.99 one Ahilu, the Accountant was on deputation to another branch outside Ariyalur. The Respondent/Bank had a current account No.C.A.7003 with the SBI, Ariyalur for depositing withdrawal or transfer of surplus funds. The cheque book for the said account was under the custody of 'Branch Manager or the Accountant and either of the officers has to sign for withdrawal or transfer of funds. On 31.5.99, the Branch Manager of the Respondent/Bank instructed State Bank of India Ariyalur to telegraphically transfer Rs.8 lakhs to their main branch at Chennai, but the SBI Manager informed him that they had insufficient funds in their account. Shocking on this information, he verified the account and found out that on 27.5.99 a cheque was stolen and the signature of the Accountant Ahilu was forged thereon and a sum of Rs.3.00 lakhs was stealthily encashed under the name Ramesh. On 1.6.99 he reported the fraudulent withdrawal of Rs.3.00 lakhs to the Ariyalur police and on investigation, the police suspected Mr. B. Gurunathan, miscellaneous clerk of the Respondent/Bank and he was immediately taken into custody and was subjected to third degree methods. Unable to withstand the brutal treatment he was said to have confessed the crime of forgery and fraudulent withdrawal of Rs. 3,00,000/- on 27-5-99. He further alleged that B.Gurunathan has distributed the stolen amounts to clear his financial commitments with some people of which, the Petitioner was named as one and the said Gurunathan told the police that he has paid Rs.1,00,000/- to the Petitioner towards repayment of loan. On that allegation, the Petitioner was taken into custody by the police on 2.6.99 in an illegal manner and was beaten up black and blue without even sparing his genitals and unable to bear the torture the Petitioner agreed to sign a statement prepared by the police admitting receipt of Rs. 1,00,000. After obtaining by force the required statement from the Petitioner, the police took him to Chennai along with the Branch Manager Sri Viswanathan of Respondent/Bank and searched his residence thoroughly but no money was found. Later the Petitioner was taken to

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his in laws house where also no money could be found. After that the police gave an ultimate turn to the Petitioner's wife and his relatives that unless Rs. 1,00,000 was handed over, the Petitioner would be a dead body and fearing grave risk to the life of the Petitioner, his wife and her relatives pooled their resources and some how managed to pay Rs.1,00,000 to the police on 5-6-99. But all the documents are fabricated. By this action, the Respondent/Management have suspended the Petitioner from work w.e.f. 8-6-99 pending departmental enquiry. No charge-sheet was issued on the date of suspension. Further, it was issued on 19-12-2003 nearly four years and six months after the date of suspension, in which the first charge is that the Petitioner suppressed the vital information from the purview of the branch officials with a view to conceal the facts and that on account of the fraudulent withdrawal of Rs. 3,00,000 . The second charge is that despite being a bank employee and knowing penal provisions of Section 148 of Negotiable Instrument Act, he did not maintain sufficient balance in his S.B. Account No. 32766 and issued cheque to the parties, thus committed an act prejudicial to the interest of the bank, which is a gross misconduct under 5 (J) of the Bipartite Settlement. The third charge is that despite being a bank employee the Petitioner did not conduct himself with financial discipline and by doing non-payment of decree amount of Civil Court leading to passing of salary attachment warrant and thus, he tarnished the image of the bank. Out of these charges, charge No.1 is totally vague and ambiguous without stating or alleging that, Sri B. Gurunathan had fraudulently withdrawn Rs. 3,00,000 from SBI., Ariyalur on 27-5-99 and the Ptitioner was accused of having received a sum of Rs.1,00,000 from Mr. Gurunathan. Further, the charge sheet does not say specifically on what date Mr.Gurunathan handed over Rs. 1,00,000 said to have been given to the Petitioner was out of stolen funds. Charge Nos. 2 and 3 having nothing to do with the conditions of services applicable to the bank employees in general and to the Petitioner in particular, neither of the charges come under the purview of the misconduct. Both these charges' were settled. before the appropriate authorities over three years before issuing the charge sheet and these two flimsy charges are added on, as the first charge itself is not sustainable. However, the management determined to make the Petitioner a scapegoat to save their skin, rejected his explanation given by the Petitioner and ordered for domestic enquiry. But, the domestic enquiry is totally vitiated with the biased mind set of the Enquiry Officer who was bent upon to hold the charge-sheeted employec is guilty any hook or crook. The Enquiry Officer who is well versed in technicalties of conducting enquiry failed to conduct the enquiry in Tamil, the regional language of the Petitioner contrary to the provisions of Industrial Employment Standing Orders Act, 1946. He further rejected the request of the Petitioner to have an advocate to defend himself in the enquiry in contravention of disciplinary rules. The Enquiry Officer conducted himself as a prosecuting authority by examining the charge-sheeted employee by himself and asked incriminating questions to trap the workman under the garb

of clarification. The findings of the Enquiry Officer is perverse and in gross violation of principles of natural justice. The Respondent/Management has not examined Mr. B. Gurunathan, who was alleged to have fraudulently withdrawn Rs. 3,00,000 from S.B.I., Ariyalur and from which he had supposed to have given the charge sheeted employee Rs. 1,00,000. The entire findings of the Enquiry Officer is nothing but a blind report based on surmises and conjectures. Whether Mr. B. Gurunathan is guilty of fraud or not is a matter to be decided by the criminal court as criminal proceedings are still pending against him. When such is the case, the action taken by the Respondent/ Bank against the Petitioner is illegal. When there is no direct evidence to prove the charge-sheeted workman received Rs.1,00,000 from Sri B. Gurunathan, the Enquiry Officer laboured hard to find out the financial status of the charge-sheet employee to arrive at his conclusion. In the charge-sheet, there is no specific charge against the Petitioner that he had stolen the bank's money. All that the Respondent/Bank says against the workman is that inasmuch as he received Rs.1,00,000 from B. Gurunathan he should have intimated the fact then and there to the Respondent/Bank before 31-5-99. Therefore, until the outcome of criminal proceedings against Mr. Gurunathan, the entire stand of the Respondent on the basis of perverse findings of Enquiry Officer is mala fide haphazard and untrustworthy. The other two charges were added on as collateral to the first charge as an afterthought and they had no legs to stand on. Neither of them could be called as a misconduct under the Industrial Employment Standing Order Act nor under the description of the misconducts mentioned in the disciplinary rules applicable to bank employees. The Respondent/Bank instituted a farce of enquiry, after a delay of five years against the Petitioner on trumped up charges. While passing the dismissal order, the Disciplinary Authority never applied his mind to the past record of the workman and to extenuating or mitigating circumstances, if any. This is nothing but an act of gross victimization and unfair labour practice. Even with regard to the payment of subsistence allowance they have violated the principles of natural justice. Therefore, the dismissal order passed by the Respondent/Management dated 28-9-2004 is illegal and invalid. Hence, for all these reasons, the Petitioner prays this Tribunal to pass an award setting aside the dismissal order dated 28-9-2004 against him as illegal and invalid and the order for reinstatement with full back wages and continuity of service and other attendant benefits.

4. As against this, the Respondent/Bank in its Counter Statement contended that the Respondent/Bank reposes absolute faith and confidence in the honesty and integrity of its employees at all levels and it is on the basis of such trust and confidence and it is able to render satisfactory service to its constituents. Even in their private dealings, the employees of the bank are expected to conduct themselves in a manner prejudicial to the interest of the bank. Whenever any irregularity or fraud perpetrated on the bank is reported the employees of the bank are expected to furnish whatever details or information they

possess regarding the fraudulent transaction and should assist the bank in unearthing the fraud and tracing the culprit. In these circumstances, the act of misconduct for which the Petitioner was dismissed from service should be considered. The Ariyalur branch of the Respondent/Bank had current account with the SBI and the cash requirements of the branch or remittance of surplus cash are done by operating through the said current account. On 31-5-99 the Branch Manager of the Ariyalur branch sent a cheque to the SBI Ariyalur for Rs. 8.00 lakhs to be transferred to bank's account at Chennai through TT. But, the SBI, Ariyalur branch informed the Branch Manager that there is no sufficient balance to honour the cheque. However, as per the books of the branch, there was sufficient balance to pass the issued cheque. When the Branch Manager of the Respondent/Bank went to SBI to verify as to how there was insufficient balance, it was found that there was a withdrawal of Rs. 3,00,000 from the current account on 27-5-99 by cheque dated 27-5-99 and the cheque has been drawn in the name of Mr. Ramesh forging the signature of the Accountant, Ahelu. On 1-6-99, the Branch Manager called all the staff of 'Ariyalur branch' and apprised them of the fraudulent withdrawal of Rs. 3.00 lakhs. Each of the staff was asked whether they have any knowledge of fraudulent withdrawal of Rs. 3 lakhs and every one including the Petitioner and Clerk Mr. B. Gurunathan denied any knowledge. On 1-6-99 FIR was lodged and after investigation the police identified B. Gurunathan clerk as culprit. When he was confronted about the withdrawal of Rs. 3.00 lakhs, he informed the police that he has made payment to several parties to discharge his loan and one of the persons disclosed by him was the Petitioner to whom he had paid Rs. 1,00,000. It would appear that the police had taken the Petitioner to Chennai where his family was living and a sum of Rs. 1,00,000 was recovered from him. It also came to the knowledge of the Respondent that the Petitioner issued a cheque dated 10-4-99 in favour of Madras investments for Rs. 1,00,000 drawn on G. N. Street, Chennai of Respondent/Bank and it was returned unpaid on 13-4-99 for want of insufficient funds. The Respondent/Bank also came to know that one Mayavaram Financial Chit Corporation has proceeded against the Petitioner and obtained the decree in A.P. 81/96 and when he did not pay the decreed amount, the decree holder took steps by filing E.P. 358/2000 and due to non-payment the Court passed salary attachment warrant on 30-1-2002 for Rs. 5864.75. Therefore, the Respondent/Bank issued the charge sheet and though, the incident took place in May/June, 1999 prior to January, 2004, the Petitioner did not at any time plead that he was tortured by police which forced him to admit having received Rs. 1,00,000 from Gurunathan. The enquiry was conducted in a fair and just manner and explanation offered by the Petitioner to various charges were duly considered by Enquiry Officer. Further, the Petitioner has admitted that the enquiry was conducted in a fair manner and he was fully satisfied. The Petitioner having suppressed the information about the payment of Rs. 1,00,000 made by Sri Gurunathan has committed the misconduct, since the charges framed against the Petitioner

and the enquiry was conducted in conformity with the principles of natural justice, it cannot be said that it is vitiated. The Petitioner fully participated in the enquiry and availed the opportunity to cross examine the witnesses in support of the charges. Therefore, the allegation that the enquiry conducted by the Enquiry Officer is unfair and unjustified is without any substance. When Mr. B. Gurunathan was proceeded with by way of disciplinary action for the fraud perpetuated on the bank, naturally the bank cannot expect him to come and give evidence against the Petitioner. The Petitioner did not come out with information that amount was received from Gurunathan and that thereby he suppressed the vital information from the knowledge of bank officials. For the other charges also, there were adequate evidence to hold that the Petitioner was guilty of charges. The charges 2 and 3 are acts of misconduct which had a nexus with his employment. Only because, the Respondent/Bank was not aware whether there was any criminal case against the Petitioner, they had not taken immediate steps but after having ascertained that there was no criminal case, the Respondent/Bank proceeded with disciplinary action and therefore, the disciplinary action was not in any way vitiated. Hence, for all these reasons, the Respondent/Bank prays that claim may be dismissed with costs.

5. In these circumstances, the points for my determination are :

- (i) "Whether the dismissal of Petitioner from service by the Respondent/ Management is legal and justified?"
- (ii) "To what relief the Petitioner is entitled?"

Point No. I:

6. This dispute was raised by the Petitioner, who was dismissed by domestic authorities of the Respondent/Bank management. On the side of the Petitioner 20 documents were marked as Ex.W1 to W20 and on the side of the Respondent 14 documents were marked as Ex. M1 to M14. The Petitioner has examined himself as WW 1 and on the side of the Respondent, no witness was examined.

7. It is admitted that the Petitioner joined the Respondent/Bank as a peon and promoted as a clerk and when he was employed in Ariyalur branch of the Respondent/Bank, he was suspended by the Respondent/Bank and in the domestic enquiry held against him, he was imposed with the punishment of dismissal from service. Three charges were framed against the Petitioner. The first charge is that he has not disclosed to the bank about the receipt of Rs. 1,00,000/- alleged to have been given by Mr. B. Gurunathan, clerk of the Respondent/Bank, which is a gross misconduct prejudicial to the interest of the bank. The second charge alleged against the Petitioner is that the Petitioner issued a cheque on 10-4-99 to Madras Investments for Rs. 1,00,000 without having sufficient funds in the Petitioner account and the third charge is that the Petitioner has received a salary attachment warrant for Rs. 5864.75 on 30-1-2002 on E.P. No. 358 of 2000 in A.P. No. 81/2006 from the Civil Court.

8. On behalf of the petitioner it is contended that except charge No. 1, the other two charges are private transactions with some other financial institutions with which the Respondent/Bank is in no way connected or concerned and they are also no way related to the employment of the Petitioner with the Respondent/Bank. Learned counsel for the petitioner argued that charge No. 2 alleges about the issuance of cheque by the Petitioner on 10-4-99 for Rs. 1,00,000 to Madras Investments without sufficient funds. This incident has happened in the year 1999 but the Respondent/Bank treated it as a misconduct on 19-12-2003 nearly four years after the incident. Further, this incident was already dealt with by the Respondent/Bank and disciplinary action was taken by issuing "caution notice" dated 22-6-2001, which is marked as Ex. W18. But, however, the Respondent/Management gives a strange interpretation to the above action stating that the caution notice was issued only for arrest warrant issued by the Court and not for the act of issuing cheque without funds. Further, when the Court itself disposes of the entire case as withdrawn, there is no legal basis for disciplinary action on the same count. He further argued that issuing cheque to Madras Investments is purely a private transaction between the Petitioner and a third party and the Respondent/Bank cannot interfere in these matters on the allegation that such acts are prejudicial to the interest of the bank. Further, they have not shown what was the prejudice that caused to the interest of the bank. When the case was already dealt with and closed by the Respondent/Bank, this matter was taken up again by the Respondent/Bank shows that in one way or the other they wanted to penalise or victimise the Petitioner by taking action. Further, issuing a cheque without sufficient funds in one's account is not an enumerated the misconduct under the disciplinary procedure laid down under Bipartite Settlement and, therefore, the charge framed against the Petitioner by the Respondent/Bank is without any substance. Similarly, the third charge of the misconduct namely receipt of salary attachment warrant for Rs. 5864.75 is also not an enumerated misconduct as per disciplinary procedure laid down under Bipartite Settlement. In this case, no doubt, a salary attachment warrant was received by the Petitioner for non payment of decree amount passed against the co-employee of the Petitioner in which the Petitioner was guarantor which was also settled by another guarantor and the entire outstanding on 5-2-2002 was settled and consequently, the attachment warrant was also revoked. The Respondent/Bank has not shown before this Tribunal any regulation or standing orders to show inviting salary attachment warrant as a misconduct. Under such circumstances, the third charge, is also without any merit. He further argued that these two charges were taken two years after settlement only to harass and humiliate the Petitioner. The act of getting court orders out of private deals has nothing to do with the Respondent/Bank and such acts are in no way related to the employment in the Respondent/Bank.

9. As against this, the learned counsel for the Respondent contended that Respondent/Bank reposes absolute faith and confidence in the honesty and integrity,

of its employees at all levels and it is on the basis of such trust and confidence, it is able to render satisfactory service to its constituents. Even in the matter of operation of S.B. account, the employees should ensure that sufficient balance is kept in their account so as to honour the cheque issued by them and any failure in this regard is also considered as a serious misconduct on the part of the employees of the bank and the acts of misconduct for which the Petitioner was dismissed from service should be considered in the aforesaid back ground. It is not the case of the Petitioner that he has sufficient balance and even after that the cheque was returned. Further, it is not the case of the Petitioner that even though he was a guarantor to an employee of the bank, the debt has been discharged by the principal debtor even prior to the date of salary attachment warrant and therefore, issuing of such warrant to the Respondent/Bank is prejudicial to the interest of the bank and therefore, it cannot be said that it is not an enumerated misconduct in the Bipartite Settlement.

10. Though I find some force in the contention of the learned counsel for the Respondent, I find there is no point in this contention because in many number of cases the High Courts and Supreme Court have held that when a misconduct alleged by the management is not an enumerated misconduct under standing orders or rules and regulations, it cannot be said as a misconduct.

11. Learned counsel for the Petitioner further relied on the rulings reported in 1984 3 SCR 646 A.L. Kalra Vs. Project Equipment Corporation of India Ltd. and also 2006 II LWP 901 Manager, Public & Industrial Relations, Nuclear Power Corporation Vs. P. Chinnasamy & ors. In the second cited judgement, the High Court has held that "*Labour Court has correctly applied the principles and the law laid down by the Apex Court and this Court that no disciplinary action could be taken against an employee for misconduct if such acts are not enumerated in the misconduct under the standing orders.*" In the first judgement, the Supreme Court has held that "*in short, it cannot be left to the vagaries of management to say ex-post facto that some act of omission or commission nowhere found to be enumerated in the relevant standing order is nonetheless a misconduct not strictly falling within the enumerated misconduct in the relevant standing order but yet a misconduct for the purpose of imposing a penalty.....imposition of punishment of removal from service is thoroughly arbitrary and discloses a vindictive attitude on the part of the Respondent corporation.*" Therefore, I find since the misconduct alleged against the Petitioner is not an enumerated misconduct; and it is not shown by the Respondent/Management how this conduct of the Petitioner has come under a grave misconduct, as alleged by them, Therefore, I find the charges framed against the Petitioner with regard to 2nd and 3rd charge are without any substance and the findings given by the Enquiry Officer is perverse and without any substance.

12. Then, the learned counsel for the Petitioner argued that with regard to charge No.1, the enquiry

proceedings conducted by the domestic authorities are thoroughly one sided and without an element of fairness to find out the truth but only with a pre-conceived objective to brand the charge sheeted employee as a guilty. The Enquiry Officer made corrections in the record of deposition to incriminate the workman apart from acting as a prosecuting authority in the enquiry. The Enquiry Officer has not taken the signature of charge sheeted employee on any of the corrections he had made in the record of enquiry. The misconduct alleged in the first charge also is not at all a misconduct as stipulated in the enquiry procedure applicable to the banking employees and under the Central Enactment of Industrial Employees (Standing Orders) Act, 1946. Though, it is alleged that the Petitioner has not disclosed vital information prejudicial to the interest of the Respondent/Bank, there is no such misconduct enumerated in the disciplinary procedure applicable to bank employees. Since the Respondent/Bank alleged that there is a non-disclosure, they should establish before the domestic Tribunal that the Petitioner should have in his possession of some vital information. In this case, they alleged that one Mr. B. Gurunathan, a clerk of the Respondent/Bank has fraudulently withdrawn Rs. 3,00,000 from the account and has given Rs. 1,00,000 to the Petitioner and this information was not given by the Petitioner to the Respondent/Bank. For this, they have relied on the confessional statement given by the so called Gurunathan to the police and also the confessional statement given by the Petitioner when he was in custody. But, both these alleged statements were not produced before the domestic enquiry. Further, according to the Respondent/Bank themselves, these above mentioned statements were made only when they were in custody. Therefore, they cannot be relied on as they are extracted by the police creating terror in the minds of the accused and also the Petitioner. Only because the Petitioner has given Rs. 1,00,000 to the police due to torture and it cannot be said that he has received the amount from the said Mr. Gurunathan. Further, when the criminal case is pending against Gurunathan with regard to fraudulent withdrawal of Rs. 3,00,000 and with regard to alleged confession before the police; the Respondent/Bank cannot rely on the alleged confession before the police. The Respondent/Bank has taken action against the Petitioner only on presumption and assumption and they have come to the conclusion on surmises. Only due to fear and torture in the hands of police, the Petitioner's relatives have given that amount to the police and on that ground, it cannot be said that the Petitioner has received Rs. 1,00,000 from B. Gurunathan and Mr. Gurunathan has given Rs. 1,00,000 from and out of the fraudulent withdrawal of the amount of Rs. 3,00,000. Further, it is not established before this Tribunal that Mr. Gurunathan has fraudulently withdrawn the amount of Rs. 3,00,000 from the current account of the Respondent/Bank and without establishing the fact that he has given Rs. 1,00,000 to the Petitioner out of fraudulent withdrawal, the Respondent/Bank cannot assume or presume the fact that Mr. Gurunathan has given the amount to the Petitioner and the said amount was a part of the amount fraudulently

withdrawn from the current account of the Respondent/Bank. He further argued that the confessional statement of Mr. B. Gurunathan was not marked as an exhibit and when the fact of receipt of money from the Petitioner was not established before this Tribunal, it cannot be said that charges framed against the Petitioner have been proved. Further, until 2-6-1999 namely from 27-5-99 to 2-6-99, the Petitioner had no reason to, believe that he would be one among the recipients of the stolen, money and Mr. Gurunathan has alleged that he has given, the money to the Petitioner. Therefore, until 2-6-99 the Petitioner was in the same position as any other staff member of the bank and nobody was able to point out who the real culprit was. Nobody knows about Mr. Gurunathan's involvement in the fraud of unauthorised withdrawal of Rs. 3,00,000 from the bank, therefore, the question of non-disclosure of information vital to the interest of the bank does not arise at all. The Respondent/Bank on the presumption that the said Mr. B. Gurunathan has given the amount to the Petitioner and the Petitioner has not disclosed this fact to the bank is without any substance. He further argued that Respondent/Bank has not established nor proved how the interest of the bank was affected by the acts of Petitioner. Calling every act of employee as affecting the interest of the bank is irrational, illegal and arbitrary and thus, the Petitioner was punished for his no offence and he was held guilty by a perverse findings of Enquiry Officer, who conducted a highly biased enquiry in English with lot of manipulations in recording depositions throwing to winds all the principles of fair play, good conscience and natural justice.

13. But, as against this, learned counsel for the Respondent contended that in the domestic enquiry only preponderance of probability is to be looked into and it is well settled that domestic enquiry need not go into the question whether the guilt has been proved beyond reasonable doubt. In this case, the domestic enquiry was held in a just and fair manner and full opportunity was given to the Petitioner to defend his case and the Petitioner has participated in the enquiry and he has cross examined the witnesses examined on the side of the management. Under such circumstances, it cannot be said that the enquiry held against the Petitioner is farce. Further, even before this Tribunal he has admitted that he has paid Rs. 1,00,000 to the police and he has given a letter to the police admitting that clerk Mr. B. Gurunathan has given the amount. Further, the Petitioner has admitted that he has not taken any action against the police for the torture alleged to have been made by police and he has also admitted that he had not given any lawyer's notice to the police for the alleged action of the police. Under such circumstances, it can be presumed that recovery of Rs. 1,00,000 was made from the Petitioner and his admission to the police is a true one. Therefore, the action taken against the Petitioner is perfectly valid and the imposition of punishment is also proportionate to the charge alleged against the Petitioner for the grave misconduct. It is further on behalf of the Respondent that only because a criminal case was pending against Mr. B. Gurunathan, it cannot be said no disciplinary action can be taken against the

Petitioner. When the Petitioner himself has admitted that he has paid the amount to the police and when in the statement given to the police; he has admitted the fact that it was given by Mr.B.Gurunathan, there was no necessity for the Respondent/Bank to probe into the matter whether the admission made by the Petitioner is due to undue influence, coercion or torture. When the Petitioner himself has stated that he has not made any complaint against the police there is no necessity for the Respondent to disprove the allegations made by the Petitioner in the Claim Statement Under such circumstances, the action taken against the Petitioner is valid and imposition of punishment on the Petitioner cannot be questioned before this forum.

14. Here again, though I find some force in the contention of the learned counsel for the Respondent, since the Petitioner alleged that has not made any voluntary confession, that the amount was recovered by the police by torturing him and by coercion, and when the statement given by the said Mr.B.Gurunathan was not before the domestic enquiry and when the statement alleged to have been given by the Petitioner was not before domestic enquiry, I do not know how the Enquiry Officer has given the findings that the Petitioner has not disclosed the vital information to the Respondent/Bank. Further, it is not the case of the Respondent that the Petitioner has misappropriated the amount or ,he has stolen the amount, from the bank. Under such circumstances, when this charge is not enumerated as misconduct in the provisions of Bipartite Settlement, I am not inclined to accept the contention of the learned counsel for the Respondent that it is a grave misconduct. Further, the Respondent has not given any reason for not issuing the charge sheet for more than 4½ years. It is an admitted fact that the Petitioner was suspended on 8-6-99, but the charge sheet was issued to him only on 19-12-2003 and for the long delay the Respondent/Management has given the explanation that they have waited for the criminal action to be taken against the Petitioner and when they came to know that the police has not taken any action against the Petitioner, they have issued the charge sheet, which cannot be accepted as a valid reason for not issuing the charge sheet to the Petitioner immediately. Thus, they have also not given any reasonable cause for such long delay in issuing charge sheet to the Petitioner.

15. Learned counsel for the Petitioner further relied on the rulings reported in 1990 LAB IC 1488 STATE OF MADHYA PRADESH Vs. BANI SINGH AND ANOTHER wherein the Supreme Court has held that "no satisfactory explanation for inordinate delay in issuing the charge memo and the disciplinary action initiated after more than 12 years is liable to be quashed." Similarly, he relied on, the rulings reported in 2001 LAB IC 2993 R.S. SAGAR Vs. UNION OF INDIA wherein the Delhi High Court has held that "formal charge sheet served on the Petitioner more than seven years thereafter, inordinate delay in issuing charge sheet caused prejudice to the Petitioner of his chances of promotion, therefore, the disciplinary proceedings is vitiated."

16. Relying on these decisions and for the reasons stated above, I find the findings given by the Enquiry Officer and the punishment imposed by the Disciplinary Authority against the Petitioner are perverse and the impugned order of dismissal passed against the Petitioner is not legal and justified. Therefore, I find this point in favour of the Petitioner.

Point No. 2 :

The next point to be decided in this case is to what relief the Petitioner is entitled?

17. In view of my foregoing findings that the dismissal order passed by the Respondent/Management against the Petitioner is not legal and justified, I find the Petitioner is entitled to the relief as prayed for. Therefore, direct the Respondent/Management to reinstate the Petitioner forthwith into service with full back wages and the Petitioner is entitled to continuity of service and all other attendant benefits. No Costs.

18. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me. In the open court on this day the 19th December, 2006.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the Petitioner : WWI Sri P. G. Vénkatesan

For the Respondent : None

Documents Marked:

For the I Party/Petitioner :—

Ex.No.	Date	Description
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W1	08-06-99	Xerox copy of the order of suspension
W2	19-12-03	Xerox copy of the charge sheet
W3	16-01-04	Xerox copy of the explanation given by Petitioner
W4	05-03-04	Xerox copy of the notice of enquiry
W5	20-03-04 to 29-04-04	Xerox copy of the enquiry proceedings
W6	13-05-04	Xerox copy of the written arguments of Presenting Officer
W7	31.05.04	Xerox copy of the reply given by Petitioner
W8	06.08.04	Xerox copy of the findings of Enquiry Officer
W9	23.08.04	Xerox copy of the proposed punishment order
W10	07.09.04	Xerox copy of the representation of workman with Minutes
W11	28-09-04	Xerox copy of the final order of dismissal
W12	15-11-04	Xerox copy of the appeal preferred by Petitioner

W13	12-03-05	Xerox copy of the order of Appellate Authority rejecting The appeal
W14	13-06-05	Xerox copy of the dispute raised by Petitioner before Assistant Labour Commissioner(Central)
W15	10-08-05	Xerox copy of the reply given by Respondent before Assistant Labour Commissioner(Central)
W16	12-12-05	Xerox copy of the rejoinder of workman
W17	18-05-06	Xerox copy of the order of reference
W18	11-12-00	Xerox copy of the order in C.C.No.3914/99 with Caution memo
W19	06-02-02	Xerox copy of the full settlement receipt No. 007323 In E.P.No.358/2000 in A.P.No.81/96
W20	25-03-04	Xerox copy of the letter from Petitioner for appointment of an advocate and its rejection by Respondent/Management

For the II Party/Management :

Ex.No.	Date	Description
M1	23-06-99	Xerox copy of the letter from Divisional Office to Personnel Department of Respondent/Bank
M2	1990-00	Xerox copy of the statement of account for S.B.A/c 32766 of Petitioner
M3	4/98 to 5/99	Xerox copy of the statement of account of Petitioner for his SB Account No.6591
M4	12-02-02	Xerox copy of the letter from Manager, Ariyalur branch with salary attachment order and branch's letter to Court
M5	01-06-99	Xerox copy of the branch's letter to O & M Deptt., Karur
M6	27-05-99	Xerox copy of the cheque 552438 for Rs.3 lakhs
M7	May, 99	Xerox copy of the attendance register of Ariyalur branch
M8	07-06-99	Xerox copy of the branch letter addressed to A O, Karur
M9	1998-99	Xerox copy of the statement of account of Gurunathan
M10	22-06-01	Xerox copy of the letter from Personnel Deptt. to Petitioner
M11	22-09-00	Xerox copy of the letter from Personnel Deptt. to Petitioner
M12	04-06-01	Xerox copy of the letter from Personnel Deptt. to Petitioner
M13	05-10-00	Xerox copy of the letter from Petitioner to Respondent with Copy of information dated 5-10-00 from M/s.Nages/1 Balu, Advocates

M14 18-06-01 Xerox copy of the letter from Petitioner to Respondent enclosing order dt. 11-12-00 in Case No.3914/99.

नई दिल्ली, 8 फरवरी, 2007

का.आ. 597.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा फेडरल बैंक लि. के प्रबंधनत्र के संबद्ध नियोजकों और उनके कर्मकारों द्वारा भी एक अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण ऎर्नाकुलम, कोची के पंचाट (संदर्भ संख्या 16/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-2-2007 को प्राप्त हुआ था।

[स. एल-12012/213/2005-आई आर (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th February, 2007

S.O. 597—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (16/2005) of the Central Government Industrial Tribunal/Labour Court, Ernakulam Kochi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Federal Bank Ltd. and their workman, which was received by the Central Government on 7-2-2007.

[No.L-12012/213/2005-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM****PRESENT**

Shri P.L. Norbert, B.A., L.L.B., Presiding Officer
(Tuesday the 30th day of January, 2007/ 10th Magha, 1928)

I.D. 16/2005

Workman	T. Sreekantan 'Indeepam' Nattayam, Kachani P.O. Thiruvananthapuram-695 103. Adv. Shri R. Lakshmana Iyer
Management	The Chairman The Federal Bank Limited Head Office, Federal Towers, P.B. No.103 Aluva. Adv. M/s B.S. Krishnan Associates

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is:

"Whether the action of the management of the Federal Bank Ltd. with its headquarters at Aluva, Distt. Ernakulam, Kerala State in dismissing

Shri T. Sreekantan, Ex-Typist Clerk, Chembur Branch from service w.e.f. 23-2-2005 is legal and justified ? If not, what relief the applicant is entitled to and from which date?"

2. The facts in brief are as follows :—

Shri T. Sreekantan was a Typist-cum-Clerk in Federal Bank since 12-3-1978. While he was working in Chemboor branch, on allegations of abusing an officer of the bank in vulgar words in front of customers and staff and indecent behaviour to a part-time sweeper, one Smt. Mallika, disciplinary action was initiated. He was suspended from service, a charge-sheet was given and a domestic enquiry was conducted. He was found guilty of the charges and was dismissed from service. Though he filed an appeal he did not succeed. The workman challenged the fairness in the enquiry as well as proportionality of the punishment. Since the validity of enquiry was attacked it was heard as a preliminary issue and an order was passed by this court on 28-12-2006 holding that there is no unfairness in the enquiry and it is valid. What remains to be considered is, whether the materials on record are sufficient to reach the conclusion that was drawn by the enquiry officer. No fresh evidence can be allowed to be let in since the enquiry is valid. The learned counsel for the worker contended that the court is not bound by the findings in the preliminary order and it can go into the merits of the findings of enquiry officer independently. To support his contention he cited the decisions referred infra. Though there is no quarrel about the preposition of the learned counsel I would refer them for the purpose of completeness. In *Tata Iron & Steel Co. Ltd v. LAB COU Jamshedpur & Ors.* 1996 II-LLJ 874 it is held that labour court's decision on preliminary issue about the fairness of domestic enquiry will not be a bar for going into the merits of the findings of enquiry officer. In *Harpal Singh v. Presiding Officer, Labour Court, Ambala* 1994 LAB IC 1367 it is held that a finding by labour court on preliminary issue does not bar it from deciding the case on merits. In *B.D. Coop. C.B. Ltd v. Karunakar Das & Ors.* 1995 II-LLJ 196 it is held that where domestic enquiry is found to have been held properly the labour court shall be competent to reappraise the evidence recorded in the domestic enquiry to ascertain the correctness of the finding of guilt and the proportionality of punishment. But neither parties shall have the right to adduce further evidence before labour court. The evidence adduced before the enquiry officer consists of MWs 1 to 4 and Exts. ME 1 to 14 on the side of management and DW1 and Ext. DE1 on the side of workman. The enquiry officer was examined before this court as MW1 and enquiry file containing oral and documentary evidence adduced before enquiry officer was marked as Ext. M1.

3. The points that require consideration are:

- (1) Is the finding of Enquiry Officer sustainable?
- (2) Is the punishment proportionate?

4. Point No. (1) :

The appraisal of the evidence is confined to the materials already on record and no fresh evidence was allowed to be adduced before this court. The materials which are not free from blame are to be eliminated first and then the remaining evidence is to be assessed which would either support or demolish the charge against the workman. A preliminary enquiry was conducted by the bank through an officer of the bank who was examined before the enquiry officer as MW1. He had taken statements of officers, staff and customers *ex parte*. When MW1 was examined before the enquiry officer those statements were marked through him. However all those persons who gave the statements were not examined before the enquiry officer. The result was that the workman did not get an opportunity to challenge the marked statements, *viz.* Ext. ME 5, 6, 7 & 12. It was argued by the learned counsel for the management that the non-examination of those witnesses would not be fatal as the investigating officer who took the statements has deposed before the enquiry officer. It is submitted that hearsay evidence is not a taboo in a labour forum as strict rule of evidence is not applicable to a proceeding in an industrial adjudication. On the other hand the workman contended that fair opportunity was denied to him by imposing on him *ex parte* statements taken by an officer of the bank behind his back. I have dealt with this controversy in the preliminary order in paragraphs 10 to 12. The observations of Hon'ble Supreme Court for and against the issue were discussed in the preliminary order. I refrain from repeating the same for the sake of brevity. Suffice to say that in the facts and circumstances of this case a fair opportunity to challenge Ext. ME 5, 6, 7 & 12 statements was denied to the workman. But that cannot be a reason to say that the finding of enquiry officer is vitiated or bad. There are other materials on record pointing to the guilt of the workman.

5. The first allegation is that on 13-2-2003 at about 11.45 a.m. the workman entered into an altercation with another staff by name Gopinathan Nair. The workman was holding charge of cash section and Gopinathan Nair S.B. and gold section. Both were sitting nearby. When heated exchange of words snowballed Shri Gopinathan Nair sought the help of the Assistant Manager, Smt. Sunita George (MW3) to intervene to stop the abusive utterances of workman. Smt. Sunita George called Bank Manager (MW2) and Head Clerk Mohanan to the scene. When the Branch Manager tried to stop the quarrel and pacify the fighting duo, the workman became more furious and hurled threats in hot temper and loud voice as follow :—

OTHER THAN ENGLISH LANGUAGE

MW2, the Manager, after bringing down the situation to normalcy reported the matter to Asstt. General Manager, R.O. Thiruvananthapuram and Ext. ME2 is the report. When

the Branch Manager was examined he proved Ext. ME2 and supported the charge against the workman. Though the learned counsel for the workman argued that the Branch Manager was not a witness to the incident and he had not heard the utterances referred above, ME2 reveals that he did witness the incident and heard what was uttered by the workman against Shri Gopinathan Nair. This was done according to the witness in the presence of many customers and staff of the bank. MW3 is Smt. Sunita George, the Assistant Manager. At the time of the incident her seat in the bank was quite near to workman's seat as well as Shri Gopinathan Nair's seat. She had seen the incident and she has given evidence to that effect and reproduced the words of abuses slung against Shri Gopinathan Nair. She also spoke about the uncontrollable behaviour of the workman. MW3 had given a statement (Ext. ME4) to MW1, the investigating officer. Exts. ME2 and ME4 thus stand proved through MWs2 and 3 respectively.

6. It is true that the victim, Shri Gopinathan Nair is not examined. According to the workman non-examination of Gopinathan Nair is fatal. He is the best witness in the case and the bank purposely has not examined him. It is not the province of this court to enquire as to why the best piece of evidence was not produced by the management. The duty of this court is to see whether the available evidence is sufficient to find the guilty of the workman. MWs2 and 3 have witnessed the incident and have fully supported the case of the management. Their testimony before the enquiry officer stands un-assailed. The defence of the workman before the enquiry officer was that no such incident has happened and that the victim, Gopinathan Nair, Branch Manager MW2 and Asstt. Manager, MW3 were inimical to him and they were trying to victimize him by hoisting a false case against him. The enmity between Gopinathan Nair and workman is said to be due to a previous quarrel between them. The enmity of MWs2 and 3 is due to missing of gold securities pledged in the bank and a complaint in that regard against MWs 2 and 3 sent by the workman to the Chairman enquiry officer has dealt with this contention of the defence in detail in the enquiry report and found that there is no basis for the contention of the workman. The complaint said to have been sent to the Chairman is not proved by the workman by producing a copy before the enquiry officer and proving its genuineness. The allegation against Shri Gopinathan Nair, that he had arranged INTUC workers to assault the workman and they had made an attempt on the workman, is only a wild allegation, not known to any of the bank staff where the incident is alleged to have happened and that the workman himself had not chosen to speak about the incident by tendering his testimony before the enquiry officer. The enquiry officer has very elaborately dealt with this aspect and rejected that contention. It does not require any supplement by this court. Thus, the first charge is fully proved.

7. The other charge is that the workman behaved indecently to part-time sweeper Smt. Mallika both before the incident on 13-2-2003 and thereafter. It is alleged that the workman twice went in search of the sweeper in her native place, made enquiries in the locality about her with a view to harass her. He used to sing vulgar songs whenever Smt. Mallika was nearby in the office with a view to titillate her. Smt. Mallika was examined as MW4 before enquiry officer. She stood by her statement given to the investigating officer, Ext. ME 13, as well as the allegations in the charge-sheet against the workman regarding his misbehaviour towards her. She said before the enquiry officer that the workman was known to her since he joined Chemboor Branch and his behaviour was not decent since then. The workman was not able to challenge her testimony successfully. His defence is that Smt. Mallika had an axe to grind. She has availed a loan from the bank and the recovery was being effected from her salary. The workman was dealing with loan recovery. Many times he was requested by MW4 to refrain from recovery on certain months. However the workman did not pay any heed. Then MW4 approached the manager to instruct the workman to postpone recovery. Moreover the workman has sent a complaint to Chairman about this type of unhealthy practice in the bank. Agitated by this MW4 was waiting for a chance to wreck vengeance. His further case is that Smt. Mallika is in her mid-fifties and is a grandmother. The story against him is a cooked up one. This case of the workman was also elaborately dealt by the enquiry officer and found that the case of request for postponement of recovery is not true and as alleged by the workman he had not made any complaint to the Chairman about the request of Smt. Mallika to stop recovery on certain months. The workman had not produced a copy of alleged complaint and proved it. On the other hand MWs 2 and 3 said that they were not aware of such an instance. Hence the case of the workman was rejected by the enquiry officer and found that the allegation of misbehaviour to Smt. Mallika was true.

8. In the light of the elaborate discussion and assessment of the evidence by the enquiry officer it is inappropriate to say that the enquiry officer has not appreciated the evidence properly. At this juncture the learned counsel for the management in the light of the decision is *Banaras Electric Light and Power Co. Ltd. v. Labour Court* 1972 II-LLJ 328 contended that the Industrial Tribunal would not be justified in characterizing the findings recorded at the domestic enquiry a perverse unless it can be shown that such a finding is not supported by any evidence or is entirely opposed to the whole body of evidence adduced before it. In a domestic enquiry once a conclusion is deduced from the evidence it is not possible for some other authority to assail that conclusion even though it is possible for some other authority to arrive at a different conclusion on the same evidence. So far as the

present case is concerned, there is enough material on record to prove the charges against the workman and therefore this court is not justified in drawing a different conclusion and there is no reason also to take a different view.

9. Point No. (2) :

The next question is whether the punishment of dismissal is warranted in the circumstances of the case and gravity of the offence. The charge proved is misconduct of abusing another officer and indecent behaviour to another worker. Unless the punishment is shockingly disproportionate the court is not justified in interfering with it and modifying it. The disciplinary authority found that the behaviour of the workman was unbecoming of a bank employee. Continuance of such persons in the bank would adversely affect the discipline of the bank. The image of the bank was affected by the misconduct of the workman and its reputation was lowered. The part-time sweeper was harassed and humiliated by the misbehaviour of the workman. It was also observed that the past history of workman was not satisfactory. He was proceeded against in a domestic enquiry once for misconduct and was dismissed from service. But on appeal he was reinstated. The disciplinary authority had also observed that complaints against the workman were received from the public regarding his conduct. Mass complaints were received twice from the public regarding the conduct of the workman. All these circumstances weighed with the disciplinary authority to impose the punishment of dismissal. The order of the disciplinary authority is contained in Ext. M1 file.

10. However, it is to be noted that the misconduct is not with regard to committal of any fraud or misappropriation of money. It was a behavioural disorder on the part of workman. The charge was for major misconduct and disciplinary authority is definitely justified in imposing major punishment. But the misconduct in this case cannot be termed as grave as misappropriation of money or committal of fraud. Moreover the workman has put in 25 years of service in the bank. He has wife and four children. The children are school going and college going. His wife is not employed. At this age the workman cannot seek another employment. Though he has case that he is suffering from affective disorder since 2003 onwards he was not able to convince the disciplinary authority about the mental illness. It is a matter for proof. But considering the circumstances referred above I feel that dismissal is too excessive a punishment. It is only fair and just to modify it into discharge with superannuation benefits.

11. In the result an award is passed finding that the

action of the management in dismissing Shri T. Sreekantan from the service of the bank is legal and justified. However, the punishment of dismissal is converted into discharge with superannuation benefits. Both parties will suffer their respective costs. The award will take effect one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 30th day of January, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Workman:

Nil.

Witness for the Management:

MW1-Shri Tomy John.

Exhibits for the Workman:

Nil.

Exhibits for the Management:

M1-Domestic enquiry file.

नई दिल्ली, 7 फरवरी, 2007

का.आ. 598—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, जिसके 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, निम्नलिखित कार्यालय को अधिसूचित करती है :—

वी.वी. गिरि राष्ट्रीय श्रम संस्थान,
श्रम और रोजगार मंत्रालय,
सेक्टर-24, गौतम बुद्ध नगर,
उत्तर प्रदेश

[सं. ई-111017/1/2006-रा.भा.नी.]

शारदा प्रसाद, संयुक्त सचिव

New Delhi, the 7th February, 2007

S.O. 598—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union), 1976 the Central Government hereby notifies following office, the 80% Staff whereof have acquired working knowledge of Hindi.

V. V. Giri National Labour Institute
Ministry of Labour & Employment,
Sector-24, Gautam Budh Nagar, U.P.

[No. E-111017/1/2006-RBN]

SHARDA PRASAD, Jt. Secy.